

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

Contractor Signature Signature de l'entrepreneur	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)	Phone Number Téléphone
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CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Christopher Bradshaw Superintendent Safety and Security		
Owner Signature Signature du propriétaire	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)

For Government of Yukon Office Use Only · Réservé au gouvernement du Yukon			
Registry Description: Description au registre :	Millwright Shop Assessment at ENWIA	YG Contract Manager: Responsable du marché pour le GY :	Chris Bradshaw 867.332.1557
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Chris Bradshaw 867.332.1557

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.

## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. The Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government

of Yukon to purchase goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

10. The Contractor shall be fully and solely responsible for overseeing and complying with all health and safety laws applicable to the Work, including any requirements under the Workers' Safety and Compensation Act, SY 2021, c.11 and its regulations (as amended) ("WSCA"). The Contractor shall have full and sole control of the Work for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons in relation to the Work or at or near the workplace.

### 2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum

policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

2. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

#### 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
  2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as

necessary for the performance of the Work, Contract, or to comply with the law;

3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
4. the Contractor will comply with any applicable provisions of ATIPP or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.3; and
6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

#### 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and

confidential manner.

## 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

## 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the extent of the Owner's liability shall be payment for work actually and properly performed up to the date of termination in accordance with the terms of the Contract, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

## 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other

party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

## 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.





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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

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	<u>Amber R. Shewen, President</u>	<u>2022/08/26</u>	<u>867.335.6540</u>
Contractor Signature Signature de l'entrepreneur	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)	Phone Number Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
 ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

	<u>Christopher Bradshaw</u> Superintendent Safety and Security	
Owner Signature Signature du propriétaire	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)

For Government of Yukon Office Use Only - Réserve au gouvernement du Yukon			
Registry Description: Description au registre :	Millwright Shop Assessment at ENWIA	YG Contract Manager: Responsable du marché pour le GY :	Chris Bradshaw 867.332.1557
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Chris Bradshaw 867.332.1557

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2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
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1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum



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policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

2. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons; damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

#### 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
  2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as

necessary for the performance of the Work, Contract, or to comply with the law;

3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
  4. the Contractor will comply with any applicable provisions of ATIPP or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
  5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.3; and
  6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

#### 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and



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confidential manner.

#### 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

#### 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the extent of the Owner's liability shall be payment for work actually and properly performed up to the date of termination in accordance with the terms of the Contract, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

#### 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other

party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations QIC 1984/201.
3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.



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In Contract with:  
Entrepreneur :

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

("Contractor")  
("L'« entrepreneur »")

In Contract with: Government of Yukon  
Marché public : Gouvernement du Yukon  
Submit original invoice(s) to:  
Présenter les factures originales à :

HIGHWAYS & PUBLIC WORKS  
AVIATION - FINANCE  
BOX 2129 (W-14)  
HAINES JUNCTION, YUKON, Y0B 1L0

("Owner")  
("Le « propriétaire »")

Contract Details - Description du marché :

As per attached Scope of Work Proposal Ref # 2022-20 dated August 12, 2022 from SHE Consulting Inc. for the Millwright Shop Assessment at ENWIA.

Contract Start Date: August 29, 2022  
Date de début du marché :

Completion Date: September 30, 2022  
Date d'achèvement des travaux :

As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$8,000.00.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 8,000.00 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.





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The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to, the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexes, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

Contractor Signature  
Signature de l'entrepreneur

Amber R. Shewen, President

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

2022/08/26

Date (year/month/day)  
Date (année/mois/jour)

867.335.6540

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES  
FINANCES PUBLIQUES

Owner Signature  
Signature du propriétaire

Christopher Bradshaw  
Superintendent Safety and Security

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

2022-08-26

Date (year/month/day)  
Date (année/mois/jour)

**For Government of Yukon Office Use Only - Réserve au gouvernement du Yukon**

Registry Description: Description au registre :	Millwright Shop Assessment at ENWIA	YG Contract Manager: Responsable du marché pour le GY:	Chris Bradshaw 867.332.1557
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Chris Bradshaw 867.332.1557

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## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. The Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government

of Yukon to purchase goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

10. The Contractor shall be fully and solely responsible for overseeing and complying with all health and safety laws applicable to the Work, including any requirements under the Workers' Safety and Compensation Act, SY 2021, c.11 and its regulations (as amended) ("WSCA"). The Contractor shall have full and sole control of the Work for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons in relation to the Work or at or near the workplace.

### 2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the Financial Administration Act (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum



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policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably; Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

2. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

#### 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except, with the prior written consent of the Owner or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPPA"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
  2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPPA or agent of the Owner for any purpose other than as

necessary for the performance of the Work, Contract, or to comply with the law;

3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
  4. the Contractor will comply with any applicable provisions of ATIPPA or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPPA, or a "custodian" or "agent" as defined under HIPMA;
  5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPPA, HIPMA, or section 5.3; and
  6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPPA or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

#### 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and



C00067636

confidential manner.

#### 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

#### 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the extent of the Owner's liability shall be payment for work actually and properly performed up to the date of termination in accordance with the terms of the Contract, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

#### 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other

party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.



# GOVERNMENT CONTRACT

## MARCHÉ PUBLIC

C00048327

In Contract with:  
Entrepreneur :

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

Submit original invoice(s) to:  
Préserver les factures originales à :

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

### Contract Details · Description du marché :

**SHE Consulting to provide Professional Safety advice, training, and mentoring to meet today's standards. Attached documents outline scope of work, estimated time, and rate schedules.**

**This Contract shall be governed by, and construed in accordance with, the laws of Yukon and the laws of Canada applicable therein. Any legal proceedings in respect of this Contract must be brought in the appropriate court in Yukon.**

**This Contract is subject to, and incorporates the provisions of, the Financial Administration Act and the regulations made under it.**

**The total value of this contract is not to exceed \$30,000.00. The actual value will be determined when the contract is complete and will be based on the volume of work completed and invoices received and approved.**

**Le présent marché est régi par les lois du Yukon et par les lois du Canada qui s'y appliquent, et doit être interprété en conséquence. Toute procédure judiciaire se rapportant au présent marché doit être engagée devant un tribunal compétent du Yukon.**

**Le présent marché est assujéti aux dispositions de la Loi sur la gestion des finances publiques et de ses règlements d'application, et ces mêmes dispositions font partie du marché.**

**Le montant total du marché ne peut excéder 30,000.00 \$. Le montant réel et définitif sera déterminé au parachèvement du marché et sera fondé sur le volume de travail accompli ainsi que sur les factures reçues et approuvées.**

Contract Start Date: April 1, 2019

Date de début du marché :

Completion Date:

March 31, 2020

Date d'achèvement des travaux :

**The maximum amount payable herein shall not exceed \$30,000.00.**

**Le montant maximal pouvant être versé en vertu des présentes ne peut excéder \$30,000.00.**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

Je/nous, l'entrepreneur/les entrepreneurs, consens/consentons à fournir le matériel ou à exécuter les travaux ou les services tel qu'il est indiqué aux présentes, et j'accepte/nous acceptons les modalités du marché.

Signature  
Signature

*Amber Shewen*

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

*2019/04/01*

Date (year/month/day)  
Date (année/mois/jour)

*355-6540*

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Signature  
Signature

Rodney Rombough  
Superintendent Safety & Operations

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

*2019/04/02*

Date (year/month/day)  
Date (année/mois/jour)



# GOVERNMENT CONTRACT

## MARCHÉ PUBLIC

C00048327

### For Government of Yukon Office Use Only • *Réservé au gouvernement du Yukon*

Registry Description: <i>Description au registre :</i>	Contractor provides Safety Consulting Services.	YG Contract Manager: <i>Responsable du marché pour le GY :</i>	Rodney Rombough 667-5453
Vendor Id: <i>Identification du fournisseur :</i>	CDAMBERRSHEW	Billing Contact: <i>Personne à qui s'adresser pour la facturation :</i>	Suzanne Kasper 456-6142

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.



The parties to this contract covenant and agree as follows:

1. The Contractor will indemnify and save harmless the Government of Yukon from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, subcontractors or their agents or employees with respect to the contract.

2. The Contractor will be required to confirm commercial general liability insurance, on the Government of Yukon Certificate of Insurance form, in an amount not less than \$2,000,000, with Government of Yukon as additional insured.

Where appropriate, proof of automobile and/or aircraft liability insurance may be required.

Professionals may be required to provide proof of professional liability insurance.

3. The Contractor may not assign or sublet this contract or any part of the contract without the written consent of the officer signing for the Yukon Government.

4. The property and/or services obtained through this contract are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods and Services Tax under authority number R107442840.

5. The Contractor is subject to and will comply with the provisions of all laws and regulations applicable to the place of work, including the Employment Standards Act and the Workers' Compensation Act. The Contractor will pay for all permits and certificates required in respect of the contract.

6. The Contractor may be required to provide proof of the appropriate business licence for the location of the work.

7. Where, in the opinion of the Yukon Government, it is in the public interest to obtain security to ensure the due performance of the contract, the government may require security, in such form and such amounts as is deemed appropriate.

8. The Yukon Government reserves the right to terminate this contract at any time before completion for any reason, whatsoever. In the event of such termination, the government will pay the Contractor an amount that, in the opinion of the government, is equal to that portion of the work or services completed up to the day of termination.

9. The Government of Yukon is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any purpose other than the performance of this contract without the written approval of the Government of Yukon. "Material" includes both tangible and intangible (including intellectual) property.

10. Payment by the Yukon Government to the Contractor is expressly subject to section 24(2) of the Financial Administration Act (Yukon).

"It is the term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."

Les parties contractantes en vertu des présentes acceptent ce qui suit et s'y engagent :

1. L'entrepreneur tient indemne et à couvert le gouvernement du Yukon à l'égard de toute réclamation, toute perte, tout dommage, toute dépense, toute poursuite ou toute action en justice résultant de manière directe ou indirecte des activités que l'entrepreneur, ses sous-traitants, représentants ou employés ont effectuées, autorisées ou omis d'effectuer en vertu du présent marché.

2. L'entrepreneur devra confirmer qu'il est titulaire d'une police d'assurance commerciale de responsabilité civile dont la couverture s'élève à au moins deux (2) millions de dollars en remplissant le formulaire de certificat d'assurance du gouvernement du Yukon, et désigner sur ladite police le gouvernement du Yukon comme assuré supplémentaire.

Le cas échéant, on peut exiger de l'entrepreneur une preuve qu'il souscrit une police d'assurance responsabilité civile relative aux automobiles ou aux aéronefs, ou les deux.

Les professionnels peuvent devoir souscrire une police d'assurance de responsabilité professionnelle.

3. L'entrepreneur ne peut confier ou accorder en sous-traitance le présent marché en tout ou en partie sans le consentement écrit du fonctionnaire qui signe le marché au nom du gouvernement du Yukon.

4. Les biens ou les services commandés ou achetés en vertu du présent marché sont pour l'usage du gouvernement du Yukon, qui en fait l'acquisition en retour de fonds publics. Par conséquent, les biens ou les services ne sont pas assujettis à la taxe sur les produits et services, en vertu de l'autorisation numéro R107442840.

5. L'entrepreneur est assujéti aux dispositions de toute loi et de tout règlement ayant trait au lieu de travail, y compris la Loi sur les normes d'emploi et la Loi sur les accidents de travail, et il doit respecter ces dispositions. L'entrepreneur assume les droits de tous les certificats et de tous les permis requis en vertu du présent marché.

6. L'entrepreneur peut avoir à fournir la preuve qu'il possède la licence d'exploitation de commerce appropriée pour l'endroit où les travaux sont exécutés.

7. Lorsque de l'opinion du gouvernement du Yukon, il est dans l'intérêt du public d'exiger une garantie de l'exécution en bonne et due forme du contrat, le gouvernement peut exiger de l'entrepreneur une garantie dont la forme et le montant sont jugés appropriés.

8. Le gouvernement du Yukon se réserve le droit de mettre fin au présent contrat en tout temps avant la fin de la durée du marché pour quelque raison que ce soit. En pareil cas, le gouvernement versera à l'entrepreneur une somme qui, de l'opinion du gouvernement, correspond à la somme de travail ou à la quantité de services effectués le jour où il met fin au marché.

9. Le gouvernement du Yukon est réputé être l'unique propriétaire de tout ce qui sera produit en vertu du présent contrat. Le « matériel » produit en vertu de ce contrat ne peut être utilisé ou divulgué à d'autres fins que l'exécution de ce contrat sans l'autorisation écrite du gouvernement du Yukon. Le « matériel » inclut les biens tangibles ou non, notamment la propriété intellectuelle.

10. Tout paiement versé par le gouvernement du Yukon à l'entrepreneur est subordonné de façon expresse aux dispositions du paragraphe 24(2) de la Loi sur la gestion des finances publiques ainsi libellé :

« Tout marché est censé comporter une clause prévoyant que les sommes payables au titre du marché ne peuvent être versées que si une disposition de la présente loi ou d'une autre loi autorise le paiement pour l'exercice au cours duquel il arrive à échéance. »

I have read and agree with the Contract T&C stated on this page.

J'ai lu les modalités énoncées ci-dessus et je les accepte.



YG Initials  
Initiales (GY)



Contractor Initials  
Initiales de l'entrepreneur

**GOVERNMENT CONTRACT**

C00048327

**Registry Description:** Contractor provides Safety Consulting Services.

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contact Name:** Susanne Kasper  
 456-6142

**Acquisition Method:** Price Driven

**Corporate Registry #:**

**Contract Value:** 30,000.00

**Contract Manager:** Rodney Rombough  
 667-5453

**Billing Contact:** Suzanne Kasper  
 456-6142

**Fixed Price/T&M:** Time & Material

**Internal File #:**

**Contract Start Date:** April 1, 2019

**Completion Date:** March 31, 2020

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2019/20	551-268888-0207-7300-0134		30,000.00
			<b>30,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Rodney Rombough  
 Superintendent Safety & Operations

Approved, Authorized Officer/title  
 Print Name/Title

Signature

Date (year/month/day)



In Contract with:

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

Submit original invoice(s) to:

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

Change Order Details:

**anticipated workload increase**

**All other terms and conditions of this contract remain the same.**

The contract amount is: Reduced by: 0.00 Increased by: 19,000.00

Original contract amount: 30,000.00 Total increases: 19,000.00 Total decreases: 0.00

**Revised Contract Value (maximum amount payable): 49,000.00**


I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

  
Signature

Amber R. Shewen  
Approved, authorized Officer/title  
Print Name

2019/oct/29 867-3386540  
Date (year/month/day) Phone Number

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

  
Signature

Robney Rombough  
Superintendent Safety & Operations  
Approved, authorized Officer/title  
Print Name

2019/11/7  
Date (year/month/day)

**For Government of Yukon Office Use Only**

Registry Description:	Contractor provides Safety Consulting Services.	YG Contract Manager:	Rodney Rombough 667-5453
Vendor Id:	CDAMBERRSHEW	Billing Contact:	Suzanne Kasper 456-6142

# Standard Change Order

C00048327

**Registry Description:** Contractor provides Safety Consulting Services.

<b>Contractor:</b> CDAMBERRSHEW AMBER R SHEWEN SHE CONSULTING 18 NUNATAK PL WHITEHORSE, YT, Y1A 0E6 CANADA  <b>Contact Name:</b> Susanne Kasper 456-6142  <b>Procurement Type:</b> Price Driven  <b>Corporate Registry #:</b> [Not Entered]  <b>Contract Value:</b> 49,000.00  <b>Increases to Contract:</b> 19,000.00  <b>Decreases to Contract:</b> 0.00  <b>Exception:</b> [Not Entered]  <b>Terms and conditions:</b> anticipated workload increase	<b>Contract Manager:</b> Rodney Rombough 667-5453  <b>Billing Contact:</b> Suzanne Kasper 456-6142  <b>Fixed Price:</b> Time & Material  <b>Internal File #:</b>  <b>Location of Work:</b> Whitehorse  <b>Contract Start Date:</b> April 1, 2019  <b>Completion Date:</b> March 31, 2020
--	--

## Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
2019/20	551-268888-0207-7300-0134		30,000.00	19,000.00	49,000.00
					49,000.00

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Robney Rombough  
 Superintendent Safety & Operations

Approved, Authorized Officer/title  
 Print Name/Title



Signature

2019/10/29

Date (year/month/day)

In Contract with:  
Entrepreneur :

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

Submit original invoice(s) to:  
Présenter les factures originales à :

**HIGHWAYS & PUBLIC WORKS  
TRANSPORTATION ENGINEERING  
BOX 2703 (W-13)  
WHITEHORSE, YUKON, Y1A 2C6**

Contract Details · Description du marché :

**Provide safety consulting services per the attached quote**

This Contract shall be governed by, and construed in accordance with, the laws of Yukon and the laws of Canada applicable therein. Any legal proceedings in respect of this Contract must be brought in the appropriate court in Yukon.

This Contract is subject to, and incorporates the provisions of, the Financial Administration Act and the regulations made under it.

The total value of this contract is not to exceed \$10,000.00. The actual value will be determined when the contract is complete and will be based on the volume of work completed and invoices received and approved.

Le présent marché est régi par les lois du Yukon et par les lois du Canada qui s'y appliquent, et doit être interprété en conséquence. Toute procédure judiciaire se rapportant au présent marché doit être engagée devant un tribunal compétent du Yukon.

Le présent marché est assujéti aux dispositions de la Loi sur la gestion des finances publiques et de ses règlements d'application, et ces mêmes dispositions font partie du marché.

Le montant total du marché ne peut excéder 10,000.00 \$. Le montant réel et définitif sera déterminé au parachèvement du marché et sera fondé sur le volume de travail accompli ainsi que sur les factures reçues et approuvées.

Contract Start Date: February 1, 2020  
Date de début du marché :

Completion Date: March 31, 2020  
Date d'achèvement des travaux :

**The maximum amount payable herein shall not exceed \$10,000.00.**

**Le montant maximal pouvant être versé en vertu des présentes ne peut excéder \$10,000.00.**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

Je/nous, l'entrepreneur/les entrepreneurs, consens/consentons à fournir le matériel ou à exécuter les travaux ou les services tel qu'il est indiqué aux présentes, et j'accepte/nous acceptons les modalités du marché.



Amber R. Shewen

2020/03/20

867-335-6540

Signature  
Signature

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Amanda Price  
A/Manager, Transportation Planning & Programming

Signature  
Signature

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)



**For Government of Yukon Office Use Only · Réservé au gouvernement du Yukon**

Registry Description: Safety Program Development  
Description au registre :

YG Contract Manager: Amanda Price  
Responsable du marché 867-336-0151  
pour le GY :

Vendor Id: CDAMBERRSHEW  
Identification du fournisseur :

Billing Contact: Amanda Price  
Personne à qui s'adresser 867-336-0151  
pour la facturation :

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.

The parties to this contract covenant and agree as follows:

1. The Contractor will indemnify and save harmless the Government of Yukon from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, subcontractors or their agents or employees with respect to the contract.

2. The Contractor will be required to confirm commercial general liability insurance, on the Government of Yukon Certificate of Insurance form, in an amount not less than \$2,000,000, with Government of Yukon as additional insured.

Where appropriate, proof of automobile and/or aircraft liability insurance may be required.

Professionals may be required to provide proof of professional liability insurance.

3. The Contractor may not assign or sublet this contract or any part of the contract without the written consent of the officer signing for the Yukon Government.

4. The property and/or services obtained through this contract are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods and Services Tax under authority number R107442840.

5. The Contractor is subject to and will comply with the provisions of all laws and regulations applicable to the place of work, including the Employment Standards Act and the Workers' Compensation Act. The Contractor will pay for all permits and certificates required in respect of the contract.

6. The Contractor may be required to provide proof of the appropriate business licence for the location of the work.

7. Where, in the opinion of the Yukon Government, it is in the public interest to obtain security to ensure the due performance of the contract, the government may require security, in such form and such amounts as is deemed appropriate.

8. The Yukon Government reserves the right to terminate this contract at any time before completion for any reason, whatsoever. In the event of such termination, the government will pay the Contractor an amount that, in the opinion of the government, is equal to that portion of the work or services completed up to the day of termination.

9. The Government of Yukon is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any purpose other than the performance of this contract without the written approval of the Government of Yukon. "Material" includes both tangible and intangible (including intellectual) property.

10. Payment by the Yukon Government to the Contractor is expressly subject to section 24(2) of the Financial Administration Act (Yukon):

"It is the term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."

Les parties contractantes en vertu des présentes acceptent ce qui suit et s'y engage :

1. L'entrepreneur tient indemne et à couvert le gouvernement du Yukon à l'égard de toute réclamation, toute perte, tout dommage, toute dépense, toute poursuite ou toute action en justice résultant de manière directe ou indirecte des activités que l'entrepreneur, ses sous-traitants, représentants ou employés ont effectuées, autorisées ou omis d'effectuer en vertu du présent marché.

2. L'entrepreneur devra confirmer qu'il est titulaire d'une police d'assurance commerciale de responsabilité civile dont la couverture s'élève à au moins deux (2) millions de dollars en remplissant le formulaire de certificat d'assurance du gouvernement du Yukon, et désigner sur ladite police le gouvernement du Yukon comme assuré supplémentaire.

Le cas échéant, on peut exiger de l'entrepreneur une preuve qu'il souscrit une police d'assurance responsabilité civile relative aux automobiles ou aux aéronefs, ou les deux.

Les professionnels peuvent devoir souscrire une police d'assurance de responsabilité professionnelle.

3. L'entrepreneur ne peut confier ou accorder en sous-traitance le présent marché en tout ou en partie sans le consentement écrit du fonctionnaire qui signe le marché au nom du gouvernement du Yukon.

4. Les biens ou les services commandés ou achetés en vertu du présent marché sont pour l'usage du gouvernement du Yukon, qui en fait l'acquisition en retour de fonds publics. Par conséquent, les biens ou les services ne sont pas assujettis à la taxe sur les produits et services, en vertu de l'autorisation numéro R107442840.

5. L'entrepreneur est assujetti aux dispositions de toute loi et de tout règlement ayant trait au lieu de travail, y compris la Loi sur les normes d'emploi et la Loi sur les accidents de travail, et il doit respecter ces dispositions. L'entrepreneur assume les droits de tous les certificats et de tous les permis requis en vertu du présent marché.

6. L'entrepreneur peut avoir à fournir la preuve qu'il possède la licence d'exploitation de commerce appropriée pour l'endroit où les travaux sont exécutés.

7. Lorsque de l'opinion du gouvernement du Yukon, il est dans l'intérêt du public d'exiger une garantie de l'exécution en bonne et due forme du contrat, le gouvernement peut exiger de l'entrepreneur une garantie dont la forme et le montant sont jugés appropriés.

8. Le gouvernement du Yukon se réserve le droit de mettre fin au présent contrat en tout temps avant la fin de la durée du marché pour quelque raison que ce soit. En pareil cas, le gouvernement versera à l'entrepreneur une somme qui, de l'opinion du gouvernement, correspond à la somme de travail ou à la quantité de services effectués le jour où il met fin au marché.

9. Le gouvernement du Yukon est réputé être l'unique propriétaire de tout ce qui sera produit en vertu du présent contrat. Le « matériel » produit en vertu de ce contrat ne peut être utilisé ou divulgué à d'autres fins que l'exécution de ce contrat sans l'autorisation écrite du gouvernement du Yukon. Le « matériel » inclut les biens tangibles ou non, notamment la propriété intellectuelle.

10. Tout paiement versé par le gouvernement du Yukon à l'entrepreneur est subordonné de façon expresse aux dispositions du paragraphe 24(2) de la Loi sur la gestion des finances publiques ainsi libellé :

« Tout marché est censé comporter une clause prévoyant que les sommes payables au titre du marché ne peuvent être versées que si une disposition de la présente loi ou d'une autre loi autorise le paiement pour l'exercice au cours duquel il arrive à échéance. »

I have read and agree with the Contract T&C stated on this page.

J'ai lu les modalités énoncées ci-dessus et je les accepte.

YG Initials  
Initiales (GY)

Contractor Initials  
Initiales de l'entrepreneur

In Contract with:  
*Entrepreneur :*

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

Submit original invoice(s) to:  
*Présenter les factures originales à :*

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

**Contract Details - Description du marché :**

Provide support and subscription services for Safety sync. Software system being piloted for Transportation Maintenance Branch. Hourly rate of 77(1)(a) and any actual costs incurred the SHE Consulting Corporation.

This Contract shall be governed by, and construed in accordance with, the laws of Yukon and the laws of Canada applicable therein. Any legal proceedings in respect of this Contract must be brought in the appropriate court in Yukon.

This Contract is subject to, and incorporates the provisions of, the Financial Administration Act and the regulations made under it.

The total value of this contract is not to exceed \$24,210.23. The actual value will be determined when the contract is complete and will be based on the volume of work completed and invoices received and approved.

Le présent marché est régi par les lois du Yukon et par les lois du Canada qui s'y appliquent, et doit être interprété en conséquence. Toute procédure judiciaire se rapportant au présent marché doit être engagée devant un tribunal compétent du Yukon.

Le présent marché est assujéti aux dispositions de la Loi sur la gestion des finances publiques et de ses règlements d'application, et ces mêmes dispositions font partie du marché.

Le montant total du marché ne peut excéder 24,210.23 \$. Le montant réel et définitif sera déterminé au parachèvement du marché et sera fondé sur le volume de travail accompli ainsi que sur les factures reçues et approuvées.

Contract Start Date: April 1, 2019  
*Date de début du marché :*

Completion Date: March 31, 2020  
*Date d'achèvement des travaux :*

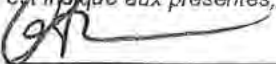
**The maximum amount payable herein shall not exceed \$24,210.23.**

**Le montant maximal pouvant être versé en vertu des présentes ne peut excéder \$24,210.23.**




I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract

*Je/nous, l'entrepreneur/les entrepreneurs, consens/consentons à fournir le matériel ou à exécuter les travaux ou les services tel qu'il est indiqué aux présentes, et j'accepte/nous acceptons les modalités du marché.*

	<u>Amber R. Shewen</u>	<u>2020</u> <u>2019/04/01</u>	<u>3356540</u>
Signature	Approved, Authorized Officer/Title - Print Name	Date (year/month/day)	Phone Number
Signature	Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (année/mois/jour)	Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

	<u>Shelby Workman</u> Director	<u>2020/04/01</u>
Signature	Approved, Authorized Officer/Title - Print Name	Date (year/month/day)
Signature	Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (année/mois/jour)

**For Government of Yukon Office Use Only - Réserve au gouvernement du Yukon**

Registry Description: general consulting  
Description au registre :

YG Contract Manager: Shelby Workman  
Responsable du marché 667-5644  
pour le GY :

Vendor Id: CDAMBERRSHEW  
Identification du fournisseur :

Billing Contact: Jenna Innes  
Personne à qui s'adresser 667-5147  
pour la facturation :



The parties to this contract covenant and agree as follows:

1. The Contractor will indemnify and save harmless the Government of Yukon from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, subcontractors or their agents or employees with respect to the contract.

2. The Contractor will be required to confirm commercial general liability insurance, on the Government of Yukon Certificate of Insurance form, in an amount not less than \$2,000,000, with Government of Yukon as additional insured.

Where appropriate, proof of automobile and/or aircraft liability insurance may be required.

Professionals may be required to provide proof of professional liability insurance.

3. The Contractor may not assign or sublet this contract or any part of the contract without the written consent of the officer signing for the Yukon Government.

4. The property and/or services obtained through this contract are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods and Services Tax under authority number R107442840.

5. The Contractor is subject to and will comply with the provisions of all laws and regulations applicable to the place of work, including the Employment Standards Act and the Workers' Compensation Act. The Contractor will pay for all permits and certificates required in respect of the contract.

6. The Contractor may be required to provide proof of the appropriate business licence for the location of the work.

7. Where, in the opinion of the Yukon Government, it is in the public interest to obtain security to ensure the due performance of the contract, the government may require security, in such form and such amounts as is deemed appropriate.

8. The Yukon Government reserves the right to terminate this contract at any time before completion for any reason, whatsoever. In the event of such termination, the government will pay the Contractor an amount that, in the opinion of the government, is equal to that portion of the work or services completed up to the day of termination.

9. The Government of Yukon is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any purpose other than the performance of this contract without the written approval of the Government of Yukon. "Material" includes both tangible and intangible (including intellectual) property.

10. Payment by the Yukon Government to the Contractor is expressly subject to section 24(2) of the Financial Administration Act (Yukon):

"It is the term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."

Les parties contractantes en vertu des présentes acceptent ce qui suit et s'y engagent :

1. L'entrepreneur tient indemne et à couvert le gouvernement du Yukon à l'égard de toute réclamation, toute perte, tout dommage, toute dépense, toute poursuite ou toute action en justice résultant de manière directe ou indirecte des activités que l'entrepreneur, ses sous-traitants, représentants ou employés ont effectuées, autorisées ou omis d'effectuer en vertu du présent marché.

2. L'entrepreneur devra confirmer qu'il est titulaire d'une police d'assurance commerciale de responsabilité civile dont la couverture s'élève à au moins deux (2) millions de dollars en remplissant le formulaire de certificat d'assurance du gouvernement du Yukon, et désigner sur ladite police le gouvernement du Yukon comme assuré supplémentaire.

Le cas échéant, on peut exiger de l'entrepreneur une preuve qu'il souscrit une police d'assurance responsabilité civile relative aux automobiles ou aux aéronefs, ou les deux.

Les professionnels peuvent devoir souscrire une police d'assurance de responsabilité professionnelle.

3. L'entrepreneur ne peut confier ou accorder en sous-traitance le présent marché en tout ou en partie sans le consentement écrit du fonctionnaire qui signe le marché au nom du gouvernement du Yukon.

4. Les biens ou les services commandés ou achetés en vertu du présent marché sont pour l'usage du gouvernement du Yukon, qui en fait l'acquisition en retour de fonds publics. Par conséquent, les biens ou les services ne sont pas assujettis à la taxe sur les produits et services, en vertu de l'autorisation numéro R107442840.

5. L'entrepreneur est assujéti aux dispositions de toute loi et de tout règlement ayant trait au lieu de travail, y compris la Loi sur les normes d'emploi et la Loi sur les accidents de travail, et il doit respecter ces dispositions. L'entrepreneur assume les droits de tous les certificats et de tous les permis requis en vertu du présent marché.

6. L'entrepreneur peut avoir à fournir la preuve qu'il possède la licence d'exploitation de commerce appropriée pour l'endroit où les travaux sont exécutés.

7. Lorsque de l'opinion du gouvernement du Yukon, il est dans l'intérêt du public d'exiger une garantie de l'exécution en bonne et due forme du contrat, le gouvernement peut exiger de l'entrepreneur une garantie dont la forme et le montant sont jugés appropriés.

8. Le gouvernement du Yukon se réserve le droit de mettre fin au présent contrat en tout temps avant la fin de la durée du marché pour quelque raison que ce soit. En pareil cas, le gouvernement versera à l'entrepreneur une somme qui, de l'opinion du gouvernement, correspond à la somme de travail ou à la quantité de services effectués le jour où il met fin au marché.

9. Le gouvernement du Yukon est réputé être l'unique propriétaire de tout ce qui sera produit en vertu du présent contrat. Le « matériel » produit en vertu de ce contrat ne peut être utilisé ou divulgué à d'autres fins que l'exécution de ce contrat sans l'autorisation écrite du gouvernement du Yukon. Le « matériel » inclut les biens tangibles ou non, notamment la propriété intellectuelle.

10. Tout paiement versé par le gouvernement du Yukon à l'entrepreneur est subordonné de façon expresse aux dispositions du paragraphe 24(2) de la Loi sur la gestion des finances publiques ainsi libellé :

« Tout marché est censé comporter une clause prévoyant que les sommes payables au titre du marché ne peuvent être versées que si une disposition de la présente loi ou d'une autre loi autorise le paiement pour l'exercice au cours duquel il arrive à échéance. »

I have read and agree with the Contract T&C stated on this page.

J'ai lu les modalités énoncées ci-dessus et je les accepte.

STW

YG Initials  
Initiales (GY)

Q2

Contractor Initials  
Initiales de l'entrepreneur

Q2

**GOVERNMENT CONTRACT****C00053819****Registry Description:** general consulting

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contact Name:** Suzanne Kasper  
 456-6142

**Procurement Type:** Price Driven

**Corporate Registry #:**

**Contract Value:** 24,210.23

**Contract Manager:** Shelby Workman  
 667-5644

**Billing Contact:** Jenna Innes  
 667-5147

**Fixed Price/T&M:** Time & Material

**Internal File #:**

**Contract Start Date:** April 1, 2019

**Completion Date:** March 31, 2020

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

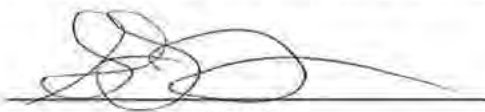
**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2019/20	551-268888-0207-7300-0134		24,210.23
			<b>24,210.23</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Shelby Workman  
 Director

Approved, Authorized Officer/title  
 Print Name/Title



Signature

APR 01 2020  
~~MAR 31 2020~~

Date (year/month/day)





# GOVERNMENT CONTRACT

## MARCHÉ PUBLIC

C00054232

In Contract with:  
Entrepreneur :

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

Submit original invoice(s) to:  
Présenter les factures originales à :

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

### Contract Details - Description du marché :

Consulting services for Health and Safety issues will be provided on an as needed basis to ensure that the TMB has access to a senior safety professional at all times. Amber R. Shewen will be working with the Director, Special Projects Superintendent and the Health and Safety Manager for TMB as well as the HPW corporate safety advisor.

This Contract shall be governed by, and construed in accordance with, the laws of Yukon and the laws of Canada applicable therein. Any legal proceedings in respect of this Contract must be brought in the appropriate court in Yukon.

This Contract is subject to, and incorporates the provisions of, the Financial Administration Act and the regulations made under it.

Le présent marché est régi par les lois du Yukon et par les lois du Canada qui s'y appliquent, et doit être interprété en conséquence. Toute procédure judiciaire se rapportant au présent marché doit être engagée devant un tribunal compétent du Yukon.

Le présent marché est assujéti aux dispositions de la Loi sur la gestion des finances publiques et de ses règlements d'application, et ces mêmes dispositions font partie du marché.

Contract Start Date: April 23, 2020

Completion Date: March 31, 2021

Date de début du marché :

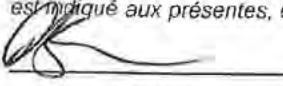
Date d'achèvement des travaux :

**The maximum amount payable herein shall not exceed \$24,000.00.**


**Le montant maximal pouvant être versé en vertu des présentes ne peut excéder \$24,000.00.**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

Je/nous, l'entrepreneur/les entrepreneurs, consens/consentons à fournir le matériel ou à exécuter les travaux ou les services tel qu'il est indiqué aux présentes, et j'accepte/nous acceptons les modalités du marché.

	<u>Amber R. Shewen</u>	<u>2020/04/23</u>	<u>867-3356540</u>
Signature	Approved, Authorized Officer/Title - Print Name	Date (year/month/day)	Phone Number
Signature	Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (année/mois/jour)	Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

	<u>Shelby Workman</u> Director	<u>APR 23 2020</u>
Signature	Approved, Authorized Officer/Title - Print Name	Date (year/month/day)
Signature	Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (année/mois/jour)



# GOVERNMENT CONTRACT

## MARCHÉ PUBLIC

C00054232

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### For Government of Yukon Office Use Only - Réservé au gouvernement du Yukon

Registry Description: <i>Description au registre :</i>	Consulting services for TMB Health & Safety issues	YG Contract Manager: <i>Responsable du marché</i>	Shelby Workman 667-5644
Vendor Id: <i>Identification du fournisseur :</i>	CDAMBERRSHEW	Billing Contact: <i>Personne à qui s'adresser</i>	Suzanne Kasper 456-6142
		<i>pour le GY :</i>	<i>pour la facturation :</i>

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.



The parties to this contract covenant and agree as follows:

1. The Contractor will indemnify and save harmless the Government of Yukon from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, subcontractors or their agents or employees with respect to the contract.

2. The Contractor will be required to confirm commercial general liability insurance, on the Government of Yukon Certificate of Insurance form, in an amount not less than \$2,000,000, with Government of Yukon as additional insured.

Where appropriate, proof of automobile and/or aircraft liability insurance may be required.

Professionals may be required to provide proof of professional liability insurance.

3. The Contractor may not assign or sublet this contract or any part of the contract without the written consent of the officer signing for the Yukon Government.

4. The property and/or services obtained through this contract are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods and Services Tax under authority number R107442840.

5. The Contractor is subject to and will comply with the provisions of all laws and regulations applicable to the place of work, including the Employment Standards Act and the Workers' Compensation Act. The Contractor will pay for all permits and certificates required in respect of the contract.

6. The Contractor may be required to provide proof of the appropriate business licence for the location of the work.

7. Where, in the opinion of the Yukon Government, it is in the public interest to obtain security to ensure the due performance of the contract, the government may require security, in such form and such amounts as is deemed appropriate.

8. The Yukon Government reserves the right to terminate this contract at any time before completion for any reason, whatsoever. In the event of such termination, the government will pay the Contractor an amount that, in the opinion of the government, is equal to that portion of the work or services completed up to the day of termination.

9. The Government of Yukon is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any purpose other than the performance of this contract without the written approval of the Government of Yukon. "Material" includes both tangible and intangible (including intellectual) property.

10. Payment by the Yukon Government to the Contractor is expressly subject to section 24(2) of the Financial Administration Act (Yukon):

"It is the term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."

Les parties contractantes en vertu des présentes acceptent ce qui suit et s'y engagent :

1. L'entrepreneur tient indemne et à couvert le gouvernement du Yukon à l'égard de toute réclamation, toute perte, tout dommage, toute dépense, toute poursuite ou toute action en justice résultant de manière directe ou indirecte des activités que l'entrepreneur, ses sous-traitants, représentants ou employés ont effectuées, autorisées ou omises d'effectuer en vertu du présent marché.

2. L'entrepreneur devra confirmer qu'il est titulaire d'une police d'assurance commerciale de responsabilité civile dont la couverture s'élève à au moins deux (2) millions de dollars en remplissant le formulaire de certificat d'assurance du gouvernement du Yukon, et désigner sur ladite police le gouvernement du Yukon comme assuré supplémentaire.

Le cas échéant, on peut exiger de l'entrepreneur une preuve qu'il souscrit une police d'assurance responsabilité civile relative aux automobiles ou aux aéronefs, ou les deux.

Les professionnels peuvent devoir souscrire une police d'assurance de responsabilité professionnelle.

3. L'entrepreneur ne peut confier ou accorder en sous-traitance le présent marché en tout ou en partie sans le consentement écrit du fonctionnaire qui signe le marché au nom du gouvernement du Yukon.

4. Les biens ou les services commandés ou achetés en vertu du présent marché sont pour l'usage du gouvernement du Yukon, qui en fait l'acquisition en retour de fonds publics. Par conséquent, les biens ou les services ne sont pas assujettis à la taxe sur les produits et services, en vertu de l'autorisation numéro R107442840.

5. L'entrepreneur est assujéti aux dispositions de toute loi et de tout règlement ayant trait au lieu de travail, y compris la Loi sur les normes d'emploi et la Loi sur les accidents de travail, et il doit respecter ces dispositions. L'entrepreneur assume les droits de tous les certificats et de tous les permis requis en vertu du présent marché.

6. L'entrepreneur peut avoir à fournir la preuve qu'il possède la licence d'exploitation de commerce appropriée pour l'endroit où les travaux sont exécutés.

7. Lorsque de l'opinion du gouvernement du Yukon, il est dans l'intérêt du public d'exiger une garantie de l'exécution en bonne et due forme du contrat, le gouvernement peut exiger de l'entrepreneur une garantie dont la forme et le montant sont jugés appropriés.

8. Le gouvernement du Yukon se réserve le droit de mettre fin au présent contrat en tout temps avant la fin de la durée du marché pour quelque raison que ce soit. En pareil cas, le gouvernement versera à l'entrepreneur une somme qui, de l'opinion du gouvernement, correspond à la somme de travail ou à la quantité de services effectués le jour où il met fin au marché.

9. Le gouvernement du Yukon est réputé être l'unique propriétaire de tout ce qui sera produit en vertu du présent contrat. Le « matériel » produit en vertu de ce contrat ne peut être utilisé ou divulgué à d'autres fins que l'exécution de ce contrat sans l'autorisation écrite du gouvernement du Yukon. Le « matériel » inclut les biens tangibles ou non, notamment la propriété intellectuelle.

10. Tout paiement versé par le gouvernement du Yukon à l'entrepreneur est subordonné de façon expresse aux dispositions du paragraphe 24(2) de la Loi sur la gestion des finances publiques ainsi libellé :

« Tout marché est censé comporter une clause prévoyant que les sommes payables au titre du marché ne peuvent être versées que si une disposition de la présente loi ou d'une autre loi autorise le paiement pour l'exercice au cours duquel il arrive à échéance. »

I have read and agree with the Contract T&C stated on this page.

J'ai lu les modalités énoncées ci-dessus et je les accepte.

YG Initials  
Initiales (GY)

Contractor Initials  
Initiales de l'entrepreneur

**GOVERNMENT CONTRACT****C00054232****Registry Description:** Consulting services for TMB Health & Safety issues

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contract Manager:** Shelby Workman  
 667-5644

**Billing Contact:** Suzanne Kasper  
 456-6142

**Contact Name:** Amber Shewen

**Fixed Price/T&M:** Fixed Price

**Procurement Type:** Price Driven

**Internal File #:**

**Corporate Registry #:**

**Contract Start Date:** April 23, 2020

**Contract Value:** 24,000.00

**Completion Date:** March 31, 2021

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

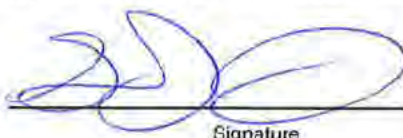
**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2020/21	551-206040-0207-7552-00001		24,000.00
			<b>24,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Shelby Workman  
 Director

Approved, Authorized Officer/title  
 Print Name/Title



Signature

**APR 23 2020**

Date (year/month/day)





# GOVERNMENT CONTRACT

## MARCHÉ PUBLIC

C00054233

In Contract with:  
Entrepreneur :

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

Submit original invoice(s) to:  
Présenter les factures originales à :

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

### Contract Details - Description du marché :

Consulting services for Emergency incident reporting and 511 on-call services will be provided 24 hours a day on a month by month basis for a period of up to one calendar year. A cell phone with a dedicated incident emergency phone line will be provided by TMB for use by SHE Consulting Inc.

This Contract shall be governed by, and construed in accordance with, the laws of Yukon and the laws of Canada applicable therein. Any legal proceedings in respect of this Contract must be brought in the appropriate court in Yukon.

This Contract is subject to, and incorporates the provisions of, the Financial Administration Act and the regulations made under it.

Le présent marché est régi par les lois du Yukon et par les lois du Canada qui s'y appliquent, et doit être interprété en conséquence. Toute procédure judiciaire se rapportant au présent marché doit être engagée devant un tribunal compétent du Yukon.

Le présent marché est assujéti aux dispositions de la Loi sur la gestion des finances publiques et de ses règlements d'application, et ces mêmes dispositions font partie du marché.

Contract Start Date: April 23, 2020  
Date de début du marché :

Completion Date: March 31, 2021  
Date d'achèvement des travaux :

**The maximum amount payable herein shall not exceed \$49,000.00.**

**Le montant maximal pouvant être versé en vertu des présentes ne peut excéder \$49,000.00.**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

Je/nous, l'entrepreneur/les entrepreneurs, consens/consentons à fournir le matériel ou à exécuter les travaux ou les services tel qu'il est indiqué aux présentes, et j'accepte/nous acceptons les modalités du marché.

Signature  
Signature

Amber R. Shewen

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

2020/04/28

Date (year/month/day)  
Date (année/mois/jour)

8673356540

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Signature  
Signature

Shelby Workman  
Director

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

APR 23 2020

Date (year/month/day)  
Date (année/mois/jour)



# GOVERNMENT CONTRACT

## MARCHÉ PUBLIC

C00054233

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### For Government of Yukon Office Use Only · Réserve au gouvernement du Yukon

Registry Description: <i>Description au registre :</i>	Consulting services for Emergency On-call	YG Contract Manager: <i>Responsable du marché pour le GY :</i>	Shelby Workman 667-5844
Vendor Id: <i>Identification du fournisseur :</i>	CDAMBERRSHEW	Billing Contact: <i>Personne à qui s'adresser pour la facturation :</i>	Suzanne Kasper 456-6142

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.



The parties to this contract covenant and agree as follows:

1. The Contractor will indemnify and save harmless the Government of Yukon from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, subcontractors or their agents or employees with respect to the contract.

2. The Contractor will be required to confirm commercial general liability insurance, on the Government of Yukon Certificate of Insurance form, in an amount not less than \$2,000,000, with Government of Yukon as additional insured.

Where appropriate, proof of automobile and/or aircraft liability insurance may be required.

Professionals may be required to provide proof of professional liability insurance.

3. The Contractor may not assign or sublet this contract or any part of the contract without the written consent of the officer signing for the Yukon Government.

4. The property and/or services obtained through this contract are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods and Services Tax under authority number R107442840.

5. The Contractor is subject to and will comply with the provisions of all laws and regulations applicable to the place of work, including the Employment Standards Act and the Workers' Compensation Act. The Contractor will pay for all permits and certificates required in respect of the contract.

6. The Contractor may be required to provide proof of the appropriate business licence for the location of the work.

7. Where, in the opinion of the Yukon Government, it is in the public interest to obtain security to ensure the due performance of the contract, the government may require security, in such form and such amounts as is deemed appropriate.

8. The Yukon Government reserves the right to terminate this contract at any time before completion for any reason, whatsoever. In the event of such termination, the government will pay the Contractor an amount that, in the opinion of the government, is equal to that portion of the work or services completed up to the day of termination.

9. The Government of Yukon is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any purpose other than the performance of this contract without the written approval of the Government of Yukon. "Material" includes both tangible and intangible (including intellectual) property.

10. Payment by the Yukon Government to the Contractor is expressly subject to section 24(2) of the Financial Administration Act (Yukon):

"It is the term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."

Les parties contractantes en vertu des présentes acceptent ce qui suit et s'y engagent :

1. L'entrepreneur tient indemne et à couvert le gouvernement du Yukon à l'égard de toute réclamation, toute perte, tout dommage, toute dépense, toute poursuite ou toute action en justice résultant de manière directe ou indirecte des activités que l'entrepreneur, ses sous-traitants, représentants ou employés ont effectuées, autorisées ou omises d'effectuer en vertu du présent marché.

2. L'entrepreneur devra confirmer qu'il est titulaire d'une police d'assurance commerciale de responsabilité civile dont la couverture s'élève à au moins deux (2) millions de dollars en remplissant le formulaire de certificat d'assurance du gouvernement du Yukon, et désigner sur ladite police le gouvernement du Yukon comme assuré supplémentaire.

Le cas échéant, on peut exiger de l'entrepreneur une preuve qu'il souscrit une police d'assurance responsabilité civile relative aux automobiles ou aux aéronefs, ou les deux.

Les professionnels peuvent devoir souscrire une police d'assurance de responsabilité professionnelle.

3. L'entrepreneur ne peut confier ou accorder en sous-traitance le présent marché en tout ou en partie sans le consentement écrit du fonctionnaire qui signe le marché au nom du gouvernement du Yukon.

4. Les biens ou les services commandés ou achetés en vertu du présent marché sont pour l'usage du gouvernement du Yukon, qui en fait l'acquisition en retour de fonds publics. Par conséquent, les biens ou les services ne sont pas assujettis à la taxe sur les produits et services, en vertu de l'autorisation numéro R107442840.

5. L'entrepreneur est assujéti aux dispositions de toute loi et de tout règlement ayant trait au lieu de travail, y compris la Loi sur les normes d'emploi et la Loi sur les accidents de travail, et il doit respecter ces dispositions. L'entrepreneur assume les droits de tous les certificats et de tous les permis requis en vertu du présent marché.

6. L'entrepreneur peut avoir à fournir la preuve qu'il possède la licence d'exploitation de commerce appropriée pour l'endroit où les travaux sont exécutés.

7. Lorsque de l'opinion du gouvernement du Yukon, il est dans l'intérêt du public d'exiger une garantie de l'exécution en bonne et due forme du contrat, le gouvernement peut exiger de l'entrepreneur une garantie dont la forme et le montant sont jugés appropriés.

8. Le gouvernement du Yukon se réserve le droit de mettre fin au présent contrat en tout temps avant la fin de la durée du marché pour quelque raison que ce soit. En pareil cas, le gouvernement versera à l'entrepreneur une somme qui, de l'opinion du gouvernement, correspond à la somme de travail ou à la quantité de services effectués le jour où il met fin au marché.

9. Le gouvernement du Yukon est réputé être l'unique propriétaire de tout ce qui sera produit en vertu du présent contrat. Le « matériel » produit en vertu de ce contrat ne peut être utilisé ou divulgué à d'autres fins que l'exécution de ce contrat sans l'autorisation écrite du gouvernement du Yukon. Le « matériel » inclut les biens tangibles ou non, notamment la propriété intellectuelle.

10. Tout paiement versé par le gouvernement du Yukon à l'entrepreneur est subordonné de façon expresse aux dispositions du paragraphe 24(2) de la Loi sur la gestion des finances publiques ainsi libellé :

« Tout marché est censé comporter une clause prévoyant que les sommes payables au titre du marché ne peuvent être versées que si une disposition de la présente loi ou d'une autre loi autorise le paiement pour l'exercice au cours duquel il arrive à échéance. »

I have read and agree with the Contract T&C stated on this page.

J'ai lu les modalités énoncées ci-dessus et je les accepte.

YG Initials  
Initiales (GY)

Contractor Initials  
Initiales de l'entrepreneur

**GOVERNMENT CONTRACT****C00054233****Registry Description:** Consulting services for Emergency On-call

<b>Contractor:</b> CDAMBERRSHEW AMBER R SHEWEN SHE CONSULTING CORPORATION 18 NUNATAK PL WHITEHORSE, YT, Y1A 0E6 CANADA  <b>Contact Name:</b> Suzanne Kasper 456-6142  <b>Procurement Type:</b> Price Driven  <b>Corporate Registry #:</b>  <b>Contract Value:</b> 49,000.00	<b>Contract Manager:</b> Shelby Workman 667-5644  <b>Billing Contact:</b> Suzanne Kasper 456-6142  <b>Fixed Price/T&amp;M:</b> Fixed Price  <b>Internal File #:</b>  <b>Contract Start Date:</b> April 23, 2020  <b>Completion Date:</b> March 31, 2021  <b>Location of Work:</b> Whitehorse
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**Exception Detail:** [Not Entered]**Rationale Detail:** [Not Entered]**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2020/21	551-206040-0207-7552-00001		49,000.00
			<b>49,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Shelby Workman  
DirectorApproved, Authorized Officer/Title  
Print Name/Title


Signature

**APR 23 2020**

Date (year/month/day)



In Contract with:  
Entrepreneur :

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

("Contractor")  
("L'« entrepreneur » )

In Contract with: **Government of Yukon**  
Marché public : **Gouvernement du Yukon**  
Submit original invoice(s) to:  
Présenter les factures originales à :

**HIGHWAYS & PUBLIC WORKS  
TRANSPORTATION ENGINEERING  
BOX 2703 (W-13)  
WHITEHORSE, YUKON, Y1A 2C6**

("Owner")  
("Le « propriétaire » )

Contract Details - Description du marché :

This contract is for the following:

**1. Source and provide supplies for new dressing station**

**2.Provision of Professional Support**

**SHE Inc. will work with TEB on an as needed basis to develop  
and implement TEB safety program.**

**The total value of this contract is not to exceed \$10,000. (As per attached Scope of Work)**

**The total value of this contract is not to exceed \$10,000.00. The actual value will be determined when the contract is  
complete and will be based on the volume of work completed and invoices received and approved.**

Contract Start Date: **December 11, 2020**

Date de début du marché :

Completion Date: **January 29, 2021**

Date d'achèvement des travaux :

**As total compensation for the provision of goods, work, services, and other obligations related to or arising under this Contract (the "Work") the  
maximum amount payable under this Contract shall not exceed: \$10,000.00.**

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise  
in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the Contract, and invoices received and  
approved.

**En guise de paiement total pour la fourniture de biens ou de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent  
contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 10,000.00 \$.**

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en  
dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions  
précisées dans le contrat ainsi que des factures reçues et approuvées.

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.



Contractor Signature  
Signature de l'entrepreneur

Amber R. Sheswen

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

2020/12/20

Date (year/month/day)  
Date (année/mois/jour)

867 338 6540

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES

Michael Scarizzi  
Project Analyst

Owner Signature  
Signature du propriétaire

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

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Registry Description:  
Description au registre :

Safety Management System  
Development

YG Contract Manager:  
Responsable du marché pour le GY :

Brad Heron  
867-334-9408

Vendor Id:  
Identification du fournisseur :

CDAMBERRSHEW

Billing Contact:  
Personne à qui s'adresser pour la facturation :

Brad Heron  
867-334-9408

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.



## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

- .1 The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising and coordinating the Work.
- .2 The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
- .3 The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
- .4 The Contractor shall perform the Work in a timely, proper and workmanlike manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
- .5 The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
- .6 The Owner shall at all times have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
- .7 If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
- .8 The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.

### 2.0 Payment

- .1 The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.

- .2 The Owner's obligation to pay the Contractor under this Contract is subject to the following: the Financial Administration Act (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
- .3 The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
- .4 The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
- .5 In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

- .1 Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

- .1 Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work.
- .2 The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.
- .3 The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and



its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

## 5.0 Confidentiality and Access to Information and Privacy

- .1 If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
- .2 The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favor of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
- .3 For the purposes of this section, "personal information" has the same meaning as defined under the Yukon Access to Information and Protection of Privacy Act, RSY 2002, c. 1 and its regulations (as amended) and "personal health information" has the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended). The Contractor agrees that:
  - .1 any personal information or personal health information provided to the Contractor by the Owner is under the control of the Owner, and remains the sole property of the Owner and, upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies;
  - .2 the Contractor will not use, disclose or permit to be used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as agent of the Owner for any purpose other than as necessary for the performance of the Work or to comply with the law;
  - .3 the Contractor will ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including but not limited to: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information is bound by the same terms or terms no less restrictive than the terms under this Contract, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms; and
  - .4 the Contractor will notify the Owner in writing immediately of any breach or suspected breach of section 5.3; and promptly take reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
- .4 Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

## 6.0 Ownership of Deliverables

- .1 The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract.
- .2 For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial

designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favor of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer such rights and ownership, and that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract.

- .3 The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.

- .4 Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

## 7.0 Dispute Resolution

- .1 In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner.

## 8.0 Conflict of Interest

- .1 The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

## 9.0 Default, Termination or Suspension

- .1 If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties, acting reasonably. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  - .1 terminate the Contract immediately upon written notice to the Contractor;
  - .2 suspend the Work under the Contract;
  - .3 reduce, set off, or deduct payment under the Contract;
  - .4 terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  - .5 take any action deemed necessary by the Owner to perform the Work or Contract.
- .2 In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner provide the Owner with any records, materials, information or documents related to the Work.
- .3 Despite any other term in this Contract, upon 5 calendar days' prior written notice, the Owner may suspend the Work or terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of suspension or termination pursuant to this section, the Owner shall, subject to the Contractor providing any detailed and supporting



information or materials reasonably satisfactory to the Owner, pay to the Contractor for work properly performed up to the date of termination in accordance with the Contract together with all reasonable and proper costs incurred by the Contractor that cannot be mitigated by the Contractor due to such suspension or termination.

#### 10.0 Notice

- .1 The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  - .1 if delivered in person or by courier, on the date of delivery;
  - .2 if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  - .3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

- .1 The Contractor is an independent contractor, and for greater certainty, nothing in this Contract shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Contractor to perform the Work are all times the employees or subcontractors of the Contractor and not of the Owner.
- .2 The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
- .3 This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- .4 No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
- .5 If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
- .6 The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed

as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.

- .7 The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
- .8 This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in Yukon.
- .9 This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
- .10 Time is of the essence in this Contract.





C00071175

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

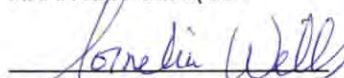
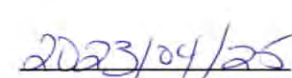
Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract. This Contract may be executed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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

			
Contractor Signature Signature de l'entrepreneur	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)	Phone Number Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

	Cornelia Wills Office Manager TEB	
Owner Signature Signature du propriétaire	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)

For Government of Yukon Office Use Only · Réservé au gouvernement du Yukon			
Registry Description: Description au registre :	24 hour on-call Journey Management incident response	YG Contract Manager: Responsable du marché pour le GY :	Cornelia Wills 867-667-5274
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Finance Unit 867-667-8820 hpw-teb-finance@yukon.ca

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.

**GOVERNMENT CONTRACT****C00071175****Registry Description:** 24 hour on-call Journey Management incident response

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contact Name:** Amber Shewen  
 867-668-6540

**Procurement Type:** Price Driven

**Corporate Registry #:** 534282

**Contract Value:** 49,000.00

**Contract Manager:** Cornelia Wills  
 867-667-5274

**Billing Contact:** Finance Unit  
 867-667-8820

**Fixed Price/T&M:** Fixed Price

**Internal File #:**

**Contract Start Date:** April 17, 2023

**Completion Date:** March 31, 2024

**Location of Work:** Whitehorse

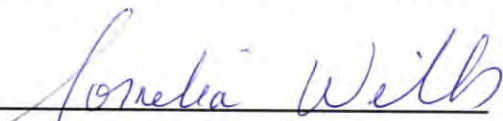
**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2023/24	552-202020-0207-9208	JourneyMgmt	49,000.00
			<b>49,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

  
 Signature

Cornelia Wills  
 Office Manager TEB

Approved, Authorized Officer/title  
 Print Name/Title

  
 Date (year/month/day)

**GOVERNMENT CONTRACT****C00074143****Registry Description:** Consulting Services for Health and Safety as requested.

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contact Name:** Amber Shewen  
 8676686540

**Procurement Type:** Price Driven

**Corporate Registry #:** 534282

**Contract Value:** 24,000.00

**Contract Manager:** Elizabeth Beecroft  
 8676675833

**Billing Contact:** TSB-Finance  
 867-667-5282

**Fixed Price/T&M:** Time & Material

**Internal File #:**

**Contract Start Date:** September 28, 2023

**Completion Date:** March 31, 2024

**Location of Work:** Whitehorse


**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2023/24	551-205010-0207		24,000.00
			<b>24,000.00</b>

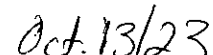
CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

Elizabeth Beecroft  
 A/Director

Approved, Authorized Officer/title  
 Print Name/Title



Date (year/month/day)





C00074143

In Contract with:  
Entrepreneur :

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

("Contractor")  
("L'« entrepreneur » )

In Contract with: Government of Yukon  
Marché public : Gouvernement du Yukon  
Submit original invoice(s) to:  
Préserver les factures originales à :

HIGHWAYS & PUBLIC WORKS  
TRANSPORT SERVICES BRANCH  
TRANSPORT SERVICES W-17  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6

("Owner")  
("Le « propriétaire » )

Contract Details - Description du marché :

Consulting services for Health and Safety needed, indicated in the attached agreement, as requested by the Director of TSB.

Contract Start Date: September 28, 2023  
Date de début du marché :

Completion Date: March 31, 2024  
Date d'achèvement des travaux :

As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$24,000.00.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 24,000.00 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.



C00074143

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

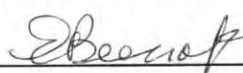
Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract. This Contract may be executed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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

	<u>Amber Shewen - President</u>	<u>2023/09/28</u>	<u>867 335 6540</u>
Contractor Signature Signature de l'entrepreneur	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)	Phone Number Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
 ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

	<u>Elizabeth Beecroft A/Director</u>	<u>Oct 13/23</u>
Owner Signature Signature du propriétaire	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)

#### For Government of Yukon Office Use Only • Réserve au gouvernement du Yukon

Registry Description: Description au registre :	Consulting Services for Health and Safety as requested.	YG Contract Manager: Responsable du marché pour le GY :	Elizabeth Beecroft 8676675833
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	TSB-Finance 867-667-5282 HPW-TSB-Finance@yukon.ca

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.

# Yukon

C00059103

In Contract with:

Entrepreneur :

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

("Contractor")

("L'« entrepreneur »")

In Contract with: Government of Yukon

Marché public : Gouvernement du Yukon

Submit original invoice(s) to:

Présenter les factures originales à :

HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6

("Owner")

("Le « propriétaire »")

## Contract Details - Description du marché :

Consulting services for Emergency incident reporting and 511 on-call services will be provided 24 hours a day on a month by month basis for a period of up to one calendar year. A cell phone with a dedicated incident emergency phone line will be provided by TMB for use by SHE Consulting Inc.

Contract Start Date: May 1, 2021

Date de début du marché :

Completion Date: March 31, 2022

Date d'achèvement des travaux :

As total compensation for the provision of goods, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$49,000.00.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens ou de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 49,000.00 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.

ad



# Yukon

C00059103

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

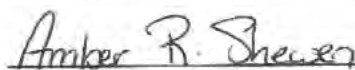
Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract. This Contract may be executed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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

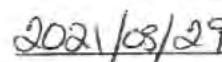
Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat, les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.



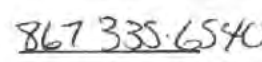
Contractor Signature  
Signature de l'entrepreneur



Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées



Date (year/month/day)  
Date (année/mois/jour)



Phone Number  
Téléphone

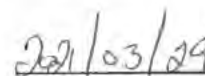
CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES



Owner Signature  
Signature du propriétaire

Rodney Rombough  
Superintendent Safety & Operations

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées



Date (year/month/day)  
Date (année/mois/jour)

## For Government of Yukon Office Use Only - Réserve au gouvernement du Yukon

Registry Description: Description au registre :	Consulting services for Emergency On-call	YG Contract Manager: Responsable du marché pour le GY :	Rodney Rombough 667-5453
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Suzanne Kasper 456-6142



## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising and coordinating the Work.
2. The Contractor shall provide and pay for all applicable; labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor shall perform the Work in a timely, proper and workmanlike manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
5. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
6. The Owner shall at all times have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
7. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
8. The Contractor shall ensure that all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.

### 2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.

2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the Financial Administration Act (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
  3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
  4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
  5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.
- ### 3.0 Changes to the Contract
1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.
- ### 4.0 Insurance and Liability
1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work.
  2. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.
  3. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and



its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

## 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favor of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, "personal information" has the same meaning as defined under the Yukon Access to Information and Protection of Privacy Act, RSY 2002, c. 1 and its regulations (as amended) and "personal health information" has the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended). The Contractor agrees that:

1. any personal information or personal health information provided to the Contractor by the Owner is under the control of the Owner, and remains the sole property of the Owner and, upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies;
2. the Contractor will not use, disclose or permit to be used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as agent of the Owner for any purpose other than as necessary for the performance of the Work or to comply with the law;
3. the Contractor will ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including but not limited to: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information is bound by the same terms or terms no less restrictive than the terms under this Contract, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms; and
4. the Contractor will notify the Owner in writing immediately of any breach or suspected breach of section 5.3; and promptly take reasonable steps to mitigate the breach and prevent any further harm arising from the breach.

4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

## 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract.
2. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial

designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favor of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer such rights and ownership, and that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract.

3. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.

4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

## 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner.

## 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

## 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties, acting reasonably. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner provide the Owner with any records, materials, information or documents related to the Work.
3. Despite any other term in this Contract, upon 5 calendar days' prior written notice, the Owner may suspend the Work or terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of suspension or termination pursuant to this section, the Owner shall, subject to the Contractor providing any detailed and supporting



information or materials reasonably satisfactory to the Owner, pay to the Contractor for work properly performed up to the date of termination in accordance with the Contract together with all reasonable and proper costs incurred by the Contractor that cannot be mitigated by the Contractor due to such suspension or termination.

#### 10.0 Notice

- 1 The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:

- 1 If delivered in person or by courier, on the date of delivery;
- 2 if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
- 3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

- 1 The Contractor is an independent contractor, and for greater certainty, nothing in this Contract shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Contractor to perform the Work are at all times the employees or subcontractors of the Contractor and not of the Owner.
- 2 The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
- 3 This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- 4 No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
- 5 If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
- 6 The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed

as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.

- 7 The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
- 8 This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in Yukon.
- 9 This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
- 10 Time is of the essence in this Contract.

## GOVERNMENT CONTRACT

C00059103

Registry Description: Consulting services for Emergency On-call

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contract Manager:** Rodney Rombough  
 667-5453

**Billing Contact:** Suzanne Kasper  
 456-6142

**Contact Name:** Amber Shewen  
 867-335-6540

**Fixed Price/T&M:** Fixed Price

**Procurement Type:** Price Driven

**Internal File #:**

**Corporate Registry #:**

**Contract Start Date:** May 1, 2021

**Contract Value:** 49,000.00

**Completion Date:** March 31, 2022

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

## Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2021/22	551-206040-0207-7552-00001		49,000.00
			<b>49,000.00</b>

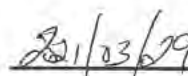
CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

Rodney Rombough  
 Superintendent Safety & Operations

Approved, Authorized Officer/title  
 Print Name/Title



Date (year/month/day)

**Yukon****GOVERNMENT CONTRACT  
CHANGE ORDER**C00059717  
Change Order1

In Contract with:

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

Submit original invoice(s) to:

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

Change Order Details:

**Workload has increased, additional funding required****All other terms and conditions of this contract remain the same.**

The contract amount is:    Reduced by: 0.00                      Increased by: 15,000.00  
 Original contract amount: 24,000.00            Total increases: 15,000.00            Total decreases: 0.00

**Revised Contract Value (maximum amount payable): 39,000.00**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.



Signature

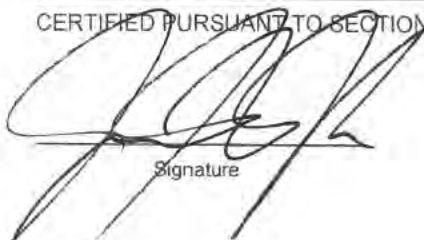
*Amber R. Shewen*Approved, authorized Officer/title  
Print Name*2022/Jun/11*

Date (year/month/day)

*335-6540*

Phone Number

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

Jon Rudolph  
A/ Superintendent Safety & OperationsApproved, authorized Officer/title  
Print Name*22-01-11*

Date (year/month/day)

**For Government of Yukon Office Use Only**

Registry Description:	Safety professional services	YG Contract Manager:	Rod Rombough 8676675453
Vendor Id:	CDAMBERRSHEW	Billing Contact:	Suzanne Kasper 8674566142



In Contract with:  
Entrepreneur :

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

("Contractor")  
("L'« entrepreneur »")

In Contract with: Government of Yukon  
Marché public : Gouvernement du Yukon  
Submit original invoice(s) to:  
Présenter les factures originales à :

HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6

("Owner")  
("Le « propriétaire »")

Contract Details - Description du marché :

Safety Professional services as per attached scope of work.

The total value of this contract is not to exceed \$24,000.00. The actual value will be determined when the contract is complete and will be based on the volume of work completed and invoices received and approved.

Contract Start Date: May 1, 2021  
Date de début du marché :

Completion Date: March 31, 2022  
Date d'achèvement des travaux :

As total compensation for the provision of goods, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$24,000.00.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens ou de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 24,000.00 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.



Contractor Signature  
Signature de l'entrepreneur

AMBER R. SHEWEN / PRESIDENT

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

2021 / Apr. / 30

Date (year/month/day)  
Date (année/mois/jour)

867-335-6540

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES



Owner Signature  
Signature du propriétaire

Rodney Rombough  
Superintendent

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

2021 / 04 / 30

Date (year/month/day)  
Date (année/mois/jour)

**For Government of Yukon Office Use Only - Réservé au gouvernement du Yukon**

Registry Description: Safety professional services  
Description au registre :

YG Contract Manager: Rod Rombough  
Responsable du marché pour le GY: 8676675453

Vendor Id: CDAMBERRSHEW  
Identification du fournisseur :

Billing Contact: Suzanne Kasper  
Personne à qui s'adresser pour la facturation : 8674566142

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.



## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

- .1 The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising and coordinating the Work.
- .2 The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
- .3 The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
- .4 The Contractor shall perform the Work in a timely, proper and workmanlike manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
- .5 The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
- .6 The Owner shall at all times have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
- .7 If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
- .8 The Contractor shall ensure that all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.

### 2.0 Payment

- .1 The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.

- .2 The Owner's obligation to pay the Contractor under this Contract is subject to the following: the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
- .3 The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
- .4 The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
- .5 In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

- .1 Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

- .1 Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work.
- .2 The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.
- .3 The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and



its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

## 5.0 Confidentiality and Access to Information and Privacy

- .1 If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
- .2 The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials shall, in favor of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
- .3 For the purposes of this section, "personal information" has the same meaning as defined under the Yukon Access to Information and Protection of Privacy Act, RSY 2002, c. 1 and its regulations (as amended) and "personal health information" has the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended). The Contractor agrees that:
  - .1 any personal information or personal health information provided to the Contractor by the Owner is under the control of the Owner, and remains the sole property of the Owner and, upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies;
  - .2 the Contractor will not use, disclose or permit to be used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as agent of the Owner for any purpose other than as necessary for the performance of the Work or to comply with the law;
  - .3 the Contractor will ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including but not limited to: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information is bound by the same terms or terms no less restrictive than the terms under this Contract, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms; and
  - .4 the Contractor will notify the Owner in writing immediately of any breach or suspected breach of section 5.3; and promptly take reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
- .4 Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

## 6.0 Ownership of Deliverables

- .1 The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract.
- .2 For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial

designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favor of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer such rights and ownership, and that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract.

- .3 The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.

- .4 Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

## 7.0 Dispute Resolution

- .1 In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner.

## 8.0 Conflict of Interest

- .1 The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

## 9.0 Default, Termination or Suspension

- .1 If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties, acting reasonably. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  - .1 terminate the Contract immediately upon written notice to the Contractor;
  - .2 suspend the Work under the Contract;
  - .3 reduce, set off, or deduct payment under the Contract;
  - .4 terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  - .5 take any action deemed necessary by the Owner to perform the Work or Contract.
- .2 In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner provide the Owner with any records, materials, information or documents related to the Work.
- .3 Despite any other term in this Contract, upon 5 calendar days' prior written notice, the Owner may suspend the Work or terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of suspension or termination pursuant to this section, the Owner shall, subject to the Contractor providing any detailed and supporting





information or materials reasonably satisfactory to the Owner, pay to the Contractor for work properly performed up to the date of termination in accordance with the Contract together with all reasonable and proper costs incurred by the Contractor that cannot be mitigated by the Contractor due to such suspension or termination.

#### 10.0 Notice

1 The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:

- 1 if delivered in person or by courier, on the date of delivery;
- 2 if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
- 3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

- 1 The Contractor is an independent contractor, and for greater certainty, nothing in this Contract shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Contractor to perform the Work are all times the employees or subcontractors of the Contractor and not of the Owner.
- 2 The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
- 3 This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- 4 No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
- 5 If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
- 6 The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed

as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.

- 7 The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
- 8 This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in Yukon.
- 9 This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
- 10 Time is of the essence in this Contract.



## GOVERNMENT CONTRACT

C00059717

Registry Description: Safety professional services

<b>Contractor:</b> CDAMBERRSHEW AMBER R SHEWEN SHE CONSULTING CORPORATION 18 NUNATAK PL WHITEHORSE, YT, Y1A 0E6 CANADA  <b>Contact Name:</b> Amber Shewen 867-335-6540  <b>Procurement Type:</b> Price Driven  <b>Corporate Registry #:</b>  <b>Contract Value:</b> 24,000.00	<b>Contract Manager:</b> Rod Rombough 8676675453  <b>Billing Contact:</b> Suzanne Kasper 8674566142  <b>Fixed Price/T&amp;M:</b> Time & Material  <b>Internal File #:</b>  <b>Contract Start Date:</b> May 1, 2021  <b>Completion Date:</b> March 31, 2022  <b>Location of Work:</b> Whitehorse
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<b>Exception Detail:</b>	[Not Entered]
<b>Rationale Detail:</b>	[Not Entered]

## Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2021/22	551-206040-0207-7552-00001		24,000.00
			<b>24,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

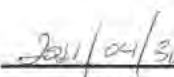


Signature

 Rodney Rombough  
 Superintendent

 Approved, Authorized Officer/title  
 Print Name/Title

Page 1 of 1



Date (year/month/day)

**GOVERNMENT CONTRACT****C00064879****Registry Description:** Consulting services for Emergency On-call

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contact Name:** Suzanne Kasper  
 456-6142

**Procurement Type:** Price Driven

**Corporate Registry #:**

**Contract Value:** 49,000.00

**Contract Manager:** Shelby Workman  
 667-5453

**Billing Contact:** Suzanne Kasper  
 456-6142

**Fixed Price/T&M:** Fixed Price

**Internal File #:**

**Contract Start Date:** April 1, 2022

**Completion Date:** March 31, 2023

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2022/23	551-206040-0207-7552-00001		49,000.00
			<b>49,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

Shelby Workman  
 Director

Approved, Authorized Officer/title  
 Print Name/Title

Page 1 of 1

**MAR 30 2022**

Date (year/month/day)





C00064879

In Contract with:

Entrepreneur :

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

("Contractor")

("L'« entrepreneur »")

In Contract with: Government of Yukon

Marché public : Gouvernement du Yukon

Submit original invoice(s) to:

Présenter les factures originales à :

HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6

("Owner")

("Le « propriétaire »")

Contract Details - Description du marché :

Consulting services for Emergency incident reporting and 511 on-call services will be provided 24 hours a day on a month by month basis for a period of up to one calendar year. A cell phone with a dedicated incident emergency phone line will be provided by TMB for use by SHE Consulting Inc.

Contract Start Date: April 1, 2022

Date de début du marché :

Completion Date:

March 31, 2023

Date d'achèvement des travaux :

As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$49,000.00.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 49,000.00 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.



C00064879

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

Contractor Signature  
Signature de l'entrepreneur

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Owner Signature  
Signature du propriétaire

Shelby Workman  
Director

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

**For Government of Yukon Office Use Only - Réserve au gouvernement du Yukon**

Registry Description: Description au registre :	Consulting services for Emergency On-call	YG Contract Manager: Responsable du marché pour le GY:	Shelby Workman 667-5453
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Suzanne Kasper 456-6142



C00064879

## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. The Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government of Yukon to purchase

goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

### 2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the Financial Administration Act (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance.
2. The Contractor shall pay all deductibles for any of the insurance policies



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required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

3. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

#### 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favor of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
  2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as necessary for the performance of the Work, Contract, or to comply with the law;
  3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor

shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favor of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;

4. the Contractor will comply with any applicable provisions of ATIPP or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
  5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.3; and
  6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

#### 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favor of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner.

#### 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

#### 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor



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written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:

1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the Owner shall pay to the Contractor for work actually and properly performed up to the date of termination in accordance with the terms of the Contract together with all reasonable and proper costs directly incurred by the Contractor during the period prior to the termination that cannot be mitigated by the Contractor using all reasonable efforts, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

#### 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner,

assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.

3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.

**GOVERNMENT CONTRACT****C00064888****Registry Description:** Safety professional services

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contact Name:** Suzanne Kasper  
 8674566142

**Procurement Type:** Price Driven

**Corporate Registry #:**

**Contract Value:** 24,000.00

**Contract Manager:** Shelby Workman  
 8676675453

**Billing Contact:** Suzanne Kasper  
 8674566142

**Fixed Price/T&M:** Time & Material

**Internal File #:**

**Contract Start Date:** April 1, 2022

**Completion Date:** March 31, 2023

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

**Commitment Distribution**

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2022/23	551-206040-0207-7552-00001		24,000.00
			<b>24,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT



Signature

Shelby Workman  
 Director

Approved, Authorized Officer/title  
 Print Name/Title

**MAR 30 2022**

Date (year/month/day)





C00064888

In Contract with:

Entrepreneur :

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

("Contractor")

("L'« entrepreneur »")

In Contract with: Government of Yukon

Marché public : Gouvernement du Yukon

Submit original invoice(s) to:

Présenter les factures originales à :

HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6

("Owner")

("Le « propriétaire »")

Contract Details - Description du marché :

Safety Professional services as per attached scope of work.

Contract Start Date: April 1, 2022

Date de début du marché :

Completion Date:

March 31, 2023

Date d'achèvement des travaux :

As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$24,000.00.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 24,000.00 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.



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The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

Contractor Signature  
Signature de l'entrepreneur

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Owner Signature  
Signature du propriétaire

Shelby Workman  
Director

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

For Government of Yukon Office Use Only - Réserve au gouvernement du Yukon			
Registry Description: Description au registre :	Safety professional services	YG Contract Manager: Responsable du marché pour le GY :	Shelby Workman 8676675453
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Suzanne Kasper 8674566142



C00064888

## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. The Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government of Yukon to purchase

goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

### 2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the Financial Administration Act (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance.
2. The Contractor shall pay all deductibles for any of the insurance policies





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required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

3. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

#### 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favor of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
  2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as necessary for the performance of the Work, Contract, or to comply with the law;
  3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor

shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favor of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;

4. the Contractor will comply with any applicable provisions of ATIPP or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
  5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.3; and
  6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

#### 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favor of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner.

#### 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

#### 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor



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written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:

1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the Owner shall pay to the Contractor for work actually and properly performed up to the date of termination in accordance with the terms of the Contract together with all reasonable and proper costs directly incurred by the Contractor during the period prior to the termination that cannot be mitigated by the Contractor using all reasonable efforts, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

#### 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner,

assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.

3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.



# GOVERNMENT CONTRACT CHANGE ORDER

C00070605  
Change Order1

In Contract with:

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

Submit original invoice(s) to:

HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6

Change Order Details:

Commitment revision based on anticipated operational requirements.

All other terms and conditions of this contract remain the same.

The contract amount is: Reduced by: 0.00 Increased by: 6,000.00  
Original contract amount: 24,000.00 Total increases: 6,000.00 Total decreases: 0.00

**Revised Contract Value (maximum amount payable): 30,000.00**

I/We the contractor, agree to supply the equipment and/or perform work or services as stipulated herein and agree to the terms and conditions of the contract.

Signature

Amber R Shewen

Approved, authorized Officer/title  
Print Name

Dec 13, 2023

Date (year/month/day)

867-335-6540

Phone Number

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

Signature

Rodney Rombough  
Superintendent

Approved, authorized Officer/title  
Print Name

23/12/13

Date (year/month/day)

## For Government of Yukon Office Use Only

Registry Description:	Safety professional services	YG Contract Manager:	Rodney Rombough 8673328440
Vendor Id:	CDAMBERRSHEW	Billing Contact:	Suzanne Kasper 8674566142



# Standard Change Order

C00070605

**Registry Description:** Safety professional services

**Contractor:** CDAMBERRSHEW  
AMBER R SHEWEN SHE  
CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

**Contract Manager:** Rodney Rombough  
8673328440

**Billing Contact:** Suzanne Kasper  
8674566142

**Contact Name:** Suzanne Kasper  
8674566142

**Fixed Price:** Time & Material

**Internal File #:**

**Procurement Type:** Price Driven

**Location of Work:** Whitehorse

**Corporate Registry #:** [Not Entered]

**Contract Start Date:** April 1, 2023

**Contract Value:** 30,000.00

**Completion Date:** March 31, 2024

**Increases to Contract:** 6,000.00

**Decreases to Contract:** 0.00

**Exception:** [Not Entered]

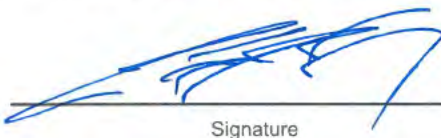
## Terms and conditions:

Commitment revision based on anticipated operational requirements.

## Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment Amount	Change Commitment	Revised Commitment
2023/24	551-206040-0207-7552-00001		24,000.00	6,000.00	30,000.00
					30,000.00

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

  
Signature

Rodney Rombough  
Superintendent

Approved, Authorized Officer/title

Print Name/Title

  
Date (year/month/day)



C00070605

In Contract with:  
Entrepreneur :

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

("Contractor")

("L'« entrepreneur »")

In Contract with: **Government of Yukon**  
Marché public : **Gouvernement du Yukon**  
Submit original invoice(s) to:  
Préserver les factures originales à :

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

("Owner")

("Le « propriétaire »")

Contract Details · Description du marché :

**Safety Professional services as per attached scope of work.**

Contract Start Date: **April 1, 2023**

Date de début du marché :

Completion Date:

**March 31, 2024**

Date d'achèvement des travaux :

**As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$24,000.00.**

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

**En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 24,000.00 \$.**

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.





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The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").


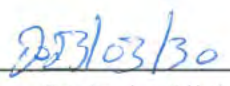
Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract. This Contract may be executed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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

	Amber R. Shewen	2023 / March / 30	867-335-6540
Contractor Signature Signature de l'entrepreneur	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)	Phone Number Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

	Rodney Rombough Superintendent	
Owner Signature Signature du propriétaire	Approved, Authorized Officer/Title - Print Name Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées	Date (year/month/day) Date (année/mois/jour)

For Government of Yukon Office Use Only • Réserve au gouvernement du Yukon			
Registry Description: Description au registre :	Safety professional services	YG Contract Manager: Responsable du marché pour le GY :	Rodney Rombough 8673328440
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Suzanne Kasper 8674566142 Suzanne.Kasper@yukon.ca

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.



## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. The Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government

of Yukon to purchase goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

10. The Contractor shall be fully and solely responsible for overseeing and complying with all health and safety laws applicable to the Work, including any requirements under the Workers' Safety and Compensation Act, SY 2021, c.11 and its regulations (as amended) ("WSCA"). The Contractor shall have full and sole control of the Work for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons in relation to the Work or at or near the workplace.

### 2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the Financial Administration Act (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum



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policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

2. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

#### 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
  2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as

necessary for the performance of the Work, Contract, or to comply with the law;

3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
  4. the Contractor will comply with any applicable provisions of ATIPP or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
  5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.3; and
  6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

#### 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and



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confidential manner.

#### 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

#### 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the extent of the Owner's liability shall be payment for work actually and properly performed up to the date of termination in accordance with the terms of the Contract, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

#### 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other

party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.



# GOVERNMENT CONTRACT

C00070605 0077

**Registry Description:** Safety professional services

**Contractor:** CDAMBERRSHEW  
AMBER R SHEWEN SHE  
CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

**Contact Name:** Suzanne Kasper  
8674566142

**Procurement Type:** Price Driven

**Corporate Registry #:**

**Contract Value:** 24,000.00

**Contract Manager:** Rodney Rombough  
8673328440

**Billing Contact:** Suzanne Kasper  
8674566142

**Fixed Price/T&M:** Time & Material

**Internal File #:**

**Contract Start Date:** April 1, 2023

**Completion Date:** March 31, 2024

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

## Commitment Distribution

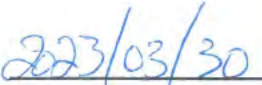
Fiscal Year	Account Number	Reference (Ref4)	Commitment
2023/24	551-206040-0207-7552-00001		24,000.00
			<b>24,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

  
Signature

Rodney Rombough  
Superintendent

Approved, Authorized Officer/title  
Print Name/Title

  
Date (year/month/day)



**Workers' Safety and  
Compensation Board**  
Yukon

401 Strickland  
Street  
Whitehorse, Yukon  
Y1A 5N8

tel: 867-667-5645  
fax: 867-393-6279  
claims fax: 867-667-  
8740

toll free: 800-661-  
0443  
web: wcb.yk.ca

August 9, 2023

17034-19787

GOVERNMENT OF YUKON HPW  
BOX 2703  
WHITEHORSE YT Y1A2C6  
CANADA

**COMPLIANCE LETTER**

**RE: AMBER R. SHEWEN SHE CONSULTING CORPORATION O/A SHE CONSULTING**

This letter is to confirm that the above noted employer is registered with the board and is in compliance with the payroll reporting and payment provisions of the Workers' Safety and Compensation Act and is in good standing until 31-OCT-2023.

If you have any questions, please call 867-667-5645 or toll free 1-800-661-0443.

Yours truly,

Employer and Client Services



# CERTIFICATE OF INSURANCE

**Certificate Holder:** Government of Yukon  
Box 2703  
Whitehorse, Yukon Y1A 2C6

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims/expenses.

**Named Insured:** Amber Shewen  
SHE Consulting Inc.  
18 Nunatak Pl  
Whitehorse, Yukon Y1A 0E6

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed herein. Where an aggregate limit applies, the Certificate Holder is advised that the limit shown may apply to projects other than shown in this Certificate and the Limit may be reduced by Claims/Expenses paid.

## Schedule of Insurance

Type of Insurance	Company and Policy Number	Policy Effective Date	Policy Expiry Date	Amounts in Canadian Dollars Limit of Liability/Amount	
<b>COMMERCIAL GENERAL LIABILITY</b>	77(1)(a)	March 1, 2023	March 1, 2024	77(1)(a)	Each Occurrence Annual Aggregate Personal Injury Tenant's Legal Liability Medical Payments, per Accident Non-Owned Auto Liability
Policy Includes: <input checked="" type="checkbox"/> Certificate Holder is added as an Additional Insured on the Commercial General Liability policy but only with respect to the Operations of the Named Insured <input type="checkbox"/> Cross Liability Clause/Separation of Insureds <input type="checkbox"/> Contractual Liability Clause <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Products & Completed Operations Aggregate (ONLY IF INDICATED BY 'X')					
<b>ERRORS &amp; OMISSIONS Claims Made</b>	77(1)(a)	March 1, 2023	March 1, 2024	77(1)(a)	Per Claim Per Policy Period

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice, or 15 days written notice for non-payment of premium, to the certificate holder.

77(1)(a)

**DATE:**

**ISSUED BY:**



C00070606

In Contract with:  
Entrepreneur :

**AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA**

("Contractor")  
("L'« entrepreneur » )

In Contract with: **Government of Yukon**  
Marché public : **Gouvernement du Yukon**  
Submit original invoice(s) to:  
Préserver les factures originales à :

**HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6**

("Owner")  
("Le « propriétaire » )

Contract Details - Description du marché :

**Consulting services for Emergency incident reporting and 511 on-call services will be provided 24 hours a day on a month by month basis for a period of up to one calendar year. A cell phone with a dedicated incident emergency phone line will be provided by TMB for use by SHE Consulting Inc.**

Contract Start Date: **April 1, 2023**  
Date de début du marché :

Completion Date: **March 31, 2024**  
Date d'achèvement des travaux :

**As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$49,000.00.**

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

**En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 49,000.00 \$.**

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.





C00070606

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

Amber R. Shewen

2023/ March/ 30

867-335-6540

Contractor Signature  
Signature de l'entrepreneur

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT  
ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Owner Signature  
Signature du propriétaire

Rodney Rombough  
Superintendent

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

**For Government of Yukon Office Use Only • Réserve au gouvernement du Yukon**

Registry Description: Description au registre :	Consulting services for Emergency On-call	YG Contract Manager: Responsable du marché pour le GY :	Rodney Rombough 332-8440
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Suzanne Kasper 456-6142 Suzanne.Kasper@yukon.ca

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.



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## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. The Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government

of Yukon to purchase goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

10. The Contractor shall be fully and solely responsible for overseeing and complying with all health and safety laws applicable to the Work, including any requirements under the Workers' Safety and Compensation Act, SY 2021, c.11 and its regulations (as amended) ("WSCA"). The Contractor shall have full and sole control of the Work for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons in relation to the Work or at or near the workplace.

### 2.0 Payment

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

### 3.0 Changes to the Contract

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

### 4.0 Insurance and Liability

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum



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policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.

2. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

#### 5.0 Confidentiality and Access to Information and Privacy

1. If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. For the purposes of this section, the terms: "personal information" have the same meaning as defined under the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and "personal health information" have the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner is under the control of the Owner, and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
  2. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as

necessary for the performance of the Work, Contract, or to comply with the law;

3. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
4. the Contractor will comply with any applicable provisions of ATIPP or HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.3; and
6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.3 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
4. Sections 5.1 to 5.4 shall survive the expiry or termination of this Contract.

#### 6.0 Ownership of Deliverables

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### 7.0 Dispute Resolution

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and



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confidential manner.

#### 8.0 Conflict of Interest

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

#### 9.0 Default, Termination or Suspension

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default cannot be corrected within the 5 calendar days or in such other time period as agreed to by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of termination pursuant to this section, the extent of the Owner's liability shall be payment for work actually and properly performed up to the date of termination in accordance with the terms of the Contract, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

#### 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other

party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party.
5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.



# GOVERNMENT CONTRACT

C00070606

0085

**Registry Description:** Consulting services for Emergency On-call

**Contractor:** CDAMBERRSHEW  
AMBER R SHEWEN SHE  
CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

**Contact Name:** Suzanne Kasper  
456-6142

**Procurement Type:** Price Driven

**Corporate Registry #:**

**Contract Value:** 49,000.00

**Contract Manager:** Rodney Rombough  
332-8440

**Billing Contact:** Suzanne Kasper  
456-6142

**Fixed Price/T&M:** Fixed Price

**Internal File #:**

**Contract Start Date:** April 1, 2023

**Completion Date:** March 31, 2024

**Location of Work:** Whitehorse

**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

## Commitment Distribution

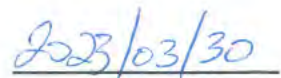
Fiscal Year	Account Number	Reference (Ref4)	Commitment
2023/24	551-206040-0207-7552-00001		49,000.00
			<b>49,000.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

  
Signature

Rodney Rombough  
Superintendent

Approved, Authorized Officer/title  
Print Name/Title

  
Date (year/month/day)



**Workers' Safety and  
Compensation Board**  
Yukon

401 Strickland  
Street  
Whitehorse, Yukon  
Y1A 5N8

tel: 867-667-5645  
fax: 867-393-6279  
claims fax: 867-667-  
8740

toll free: 800-661-  
0443  
web: wcb.yk.ca

August 9, 2023

17034-19787

GOVERNMENT OF YUKON HPW  
BOX 2703  
WHITEHORSE YT Y1A2C6  
CANADA

**COMPLIANCE LETTER**

**RE: AMBER R. SHEWEN SHE CONSULTING CORPORATION O/A SHE CONSULTING**

This letter is to confirm that the above noted employer is registered with the board and is in compliance with the payroll reporting and payment provisions of the Workers' Safety and Compensation Act and is in good standing until 31-OCT-2023.

If you have any questions, please call 867-667-5645 or toll free 1-800-661-0443.

Yours truly,

Employer and Client Services



# CERTIFICATE OF INSURANCE

**Certificate Holder:** Government of Yukon  
Box 2703  
Whitehorse, Yukon Y1A 2C6

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims/expenses.

**Named Insured:** Amber Shewen  
SHE Consulting Inc.  
18 Nunatak Pl  
Whitehorse, Yukon Y1A 0E6

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed herein. Where an aggregate limit applies, the Certificate Holder is advised that the limit shown may apply to projects other than shown in this Certificate and the Limit may be reduced by Claims/Expenses paid.

## Schedule of Insurance

Type of Insurance	Company and Policy Number	Policy Effective Date	Policy Expiry Date	Amounts in Canadian Dollars Limit of Liability/Amount
COMMERCIAL GENERAL LIABILITY	77(1)(a)	March 1, 2023	March 1, 2024	77(1)(a) Each Occurrence Annual Aggregate Personal Injury Tenant's Legal Liability Medical Payments, per Accident Non-Owned Auto Liability
Policy Includes: <input checked="" type="checkbox"/> Certificate Holder is added as an Additional Insured on the Commercial General Liability policy but only with respect to the Operations of the Named Insured <input type="checkbox"/> Cross Liability Clause/Separation of Insureds <input type="checkbox"/> Contractual Liability Clause <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Products & Completed Operations Aggregate <input type="checkbox"/> (ONLY IF INDICATED BY 'X')				
ERRORS & OMISSIONS Claims Made	70(1), 77(1)(a)	March 1, 2023	March 1, 2024	77(1)(a) Per Claim Per Policy Period

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice, or 15 days written notice for non-payment of premium, to the certificate holder.

**DATE:** May 1, 2023

**ISSUED BY:**

77(1)(a)

## GOVERNMENT CONTRACT

C00073343

Registry Description: Training Services

**Contractor:** CDAMBERRSHEW  
 AMBER R SHEWEN SHE  
 CONSULTING  
 CORPORATION  
 18 NUNATAK PL  
 WHITEHORSE, YT, Y1A 0E6  
 CANADA

**Contact Name:** Suzanne Kasper  
 456-6142

**Procurement Type:** Price Driven

**Corporate Registry #:**

**Contract Value:** 7,500.00

**Contract Manager:** Angie Dickson  
 336-2222

**Billing Contact:** Suzanne Kasper  
 456-6142

**Fixed Price/T&M:** Time & Material

**Internal File #:**

**Contract Start Date:** September 1, 2023

**Completion Date:** March 31, 2024

**Location of Work:** Whitehorse

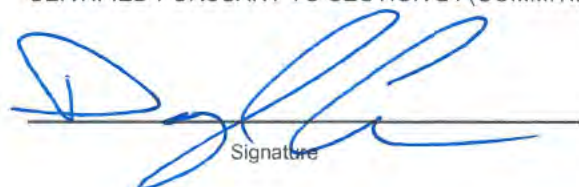
**Exception Detail:** [Not Entered]

**Rationale Detail:** [Not Entered]

## Commitment Distribution

Fiscal Year	Account Number	Reference (Ref4)	Commitment
2023/24	551-206040-0224-7552-00001		7,500.00
			<b>7,500.00</b>

CERTIFIED PURSUANT TO SECTION 24 (COMMITMENT AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

  
 Signature

Darryl Cann  
 A/ Superintendent

Approved, Authorized Officer/Title  
 Print Name/Title

  
 Date (year/month/day)





C00073343

In Contract with:  
Entrepreneur :

AMBER R SHEWEN SHE CONSULTING  
CORPORATION  
18 NUNATAK PL  
WHITEHORSE, YT, Y1A 0E6  
CANADA

("Contractor")  
("L'« entrepreneur »")

In Contract with: Government of Yukon  
Marché public : Gouvernement du Yukon  
Submit original invoice(s) to:  
Présenter les factures originales à :

HIGHWAYS & PUBLIC WORKS  
TMB FINANCE & ADMIN W-12  
BOX 2703  
WHITEHORSE, YUKON, Y1A 2C6

("Owner")  
("Le « propriétaire »")

Contract Details - Description du marché :

SHE consulting Inc. will provide hands on legislatively compliant JHSC and Safety representative training that is customized to fit the current JHSC structure at HPW-TMB. The training will be performed by Amber R. Shewen and supported by administrative staff for materials and certification reports. Each session is expected to take approximately 14 hours and 3 sessions will be held with a maximum of 16 participants per course. We are happy to have TMB Safety participate in this training (potentially as co facilitators if appropriate). It will be the responsibility of TMB to book the training room and assist with field work facilitation. Should SHE Consulting be required to provide a space, additional cost will be added to the course. It is anticipated that all courses will be held in Whitehorse, however a travel rate schedule is provided should there be a change (this will be an additional charge once authorized by Angie Dickson).

Initial training date: November 2023 with additional dates to be scheduled quarterly.

Contract Start Date: September 11, 2023

Date de début du marché :

Completion Date:

Date d'achèvement des travaux :

March 31, 2024

As total compensation for the provision of goods, materials, work, services, and other obligations related to or arising under this Contract (the "Work") the maximum amount payable under this Contract shall not exceed: \$7,500.00.

Such amount shall not be exceeded without the prior written approval of Owner. All amounts under this Contract are in Canadian funds, unless explicitly stated otherwise in this Contract. The actual amount payable will be determined based on the Work completed subject to and in accordance with the terms of the Contract, and invoices received and approved.

En guise de paiement total pour la fourniture de biens, de matériaux, de services ou l'exécution de travaux ou d'autres obligations en lien avec le présent contrat ou en découlant (les « travaux »), le montant maximal pouvant être versé en vertu des présentes ne peut excéder: 7,500.00 \$.

Ledit montant ne peut être excédé sans avoir obtenu au préalable le consentement écrit du propriétaire. Toutes les sommes versées en vertu du présent contrat sont en dollars canadiens, sauf indication contraire dans les présentes. La somme réelle pouvant être versée sera déterminée en fonction des travaux complétés et aux conditions précisées dans le contrat ainsi que des factures reçues et approuvées.



C00073343

The Contractor agrees to perform the Work in accordance with the terms of the Contract, including, but not limited to: the General Conditions and any attached documents, which form part of this Contract (the "Contract").

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

L'entrepreneur consent à exécuter les travaux en conformité avec les conditions prévues au contrat, y compris, mais sans s'y limiter, aux conditions générales et à tous les documents annexés, qui font partie intégrante du contrat.

Chaque partie déclare et garantit qu'elle est dûment habilitée à conclure et à exécuter le présent contrat, et que chaque personne qui signe les présentes au nom d'une des parties est dûment autorisée et mandatée à le faire. Chacune des deux parties peut signer un exemplaire distinct du présent contrat; les deux exemplaires signés constituent un seul et même accord et ont la même valeur d'originaux.

Contractor Signature  
Signature de l'entrepreneur

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

Phone Number  
Téléphone

CERTIFIED PURSUANT TO SECTION 23 (CONTRACTING AUTHORITY) OF THE FINANCIAL ADMINISTRATION ACT

ATTESTÉ AU TITRE DE L'ARTICLE 23 (AUTORISATION DE CONCLURE DES MARCHÉS) DE LA LOI SUR LA GESTION DES FINANCES PUBLIQUES

Owner Signature  
Signature du propriétaire

Darryl Cann  
A/ Superintendent

Approved, Authorized Officer/Title - Print Name  
Approuvé, fonctionnaire autorisé/fonction - Nom en lettres détachées

Date (year/month/day)  
Date (année/mois/jour)

For Government of Yukon Office Use Only		Réservé au gouvernement du Yukon	
Registry Description: Description au registre :	Training Services	YG Contract Manager: Responsable du marché pour le GY :	Angie Dickson 336-2222
Vendor Id: Identification du fournisseur :	CDAMBERRSHEW	Billing Contact: Personne à qui s'adresser pour la facturation :	Suzanne Kasper 456-6142 Suzanne.Kasper@gov.yk.ca

<sup>1</sup> Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.



## GENERAL CONDITIONS

The Parties acknowledge and agree to the following terms and general conditions:

### 1.0 Performance of the Work

1. The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising, managing, and coordinating the Work. The Contractor shall perform the Work in a good, proper, workmanlike, and expeditious manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.
2. The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other fees or other charges required by law, unless otherwise explicitly stated in the Contract.
3. The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors. Any work to be performed by a subcontractor shall not relieve or discharge the Contractor from its obligations under this Contract. Before commencing the Work or upon request by the Owner, the Contractor shall provide the Owner with the names of all subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent before adding or changing any subcontractors.
4. The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.
5. The Owner shall have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.
6. If, in the Owner's reasonable opinion, there is a defect, error or omission in the Work, upon notice from the Owner, the Contractor shall, in consultation with the Owner, fully correct the defect, error, or omission, and make good any related work or services within 5 calendar days after notice by the Owner or within such other timeframe as agreed to by the Parties.
7. The Contractor shall ensure that: all goods, products, or materials to be provided or delivered under the Contract shall be new and unused, and any equipment to be provided or delivered under the Contract is in a safe, operational, good and clean condition, unless otherwise explicitly stated in the Contract, and such goods, products, materials, and equipment shall conform to all current applicable specifications, standards and laws. Any change or substitution of goods, products, materials, or equipment specified in the Contract shall be pre-approved in writing by the Owner, and shall be of a quality consistent with those specified, and their use acceptable to the Owner, acting reasonably.
8. Where applicable, the Contractor shall implement and comply with any attached First Nation participation plan or agreement in the performance of the Work and Contract, and upon request by the Owner provide sufficient proof thereof, in a form and with content acceptable to the Owner.
9. The Contractor acknowledges and agrees that its performance of this Contract and Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government of Yukon to purchase goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.
10. The Contractor shall be fully and solely responsible for overseeing and complying with all health and safety laws applicable to the Work, including any requirements under the Workers' Safety and Compensation Act, SY 2021, c.11 and its regulations (as amended) ("WSCA"). The Contractor shall have full and sole control of the Work for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and



carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons in relation to the Work or at or near the workplace.

## **2.0 Payment**

1. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner, acting reasonably. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.
2. The Owner's obligation to pay the Contractor under this Contract is subject to the following: the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended), and the Contractor abiding by the terms and conditions of this Contract.
3. The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations OIC 1986/039, as amended, if the Owner fails to make payment to the Contractor within 30 calendar days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid and undisputed amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly, but does not apply or accrue if the Contractor is not willing or able to accept payment.
4. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

## **3.0 Changes to the Contract**

1. Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any

reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

## **4.0 Insurance and Liability**

1. Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner, acting reasonably: Commercial General Liability Insurance with a limit not less than \$2,000,000.00 per occurrence covering bodily injuries (including death, sickness or disease), personal injury, and property loss or damage, which shall at a minimum cover liabilities associated with or arising from the Contractor's premises, property and operations; and where applicable, automobile liability insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the Work. The Contractor shall include Government of Yukon as an additional insured party on its Commercial General Liability Insurance.
2. The Contractor shall pay all deductibles for any of the insurance policies required under this Contract. Upon request by the Owner, the Contractor shall submit its full insurance policy or proof of insurance coverage to the reasonable satisfaction of the Owner. The Contractor shall immediately notify the Owner of any lapse, cancellation, or material change to the Contractor's insurance coverage.
3. The Contractor shall indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to: errors, omissions or negligence by the Contractor; breach of this Contract or, breach of any statutory or professional duty by the Contractor; or any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs in any way to the extent arising from or related to the fault or legal responsibility of the Contractor. For greater certainty, the term "Contractor" for the purposes of this clause includes the Contractor and its officers, employees, subcontractors, agents, and successors or assigns. This indemnity clause shall survive the expiry or termination of this Contract.

## **5.0 Confidentiality and Access to Information and Privacy**

1. If the Owner designates any information, documents,



- records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.
2. The Contractor shall ensure that any employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the Confidential Materials, shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
  3. The Contractor acknowledges that any records, information, documents, or materials provided by the Contractor are subject to applicable access to information legislation, including: the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and may be disclosable by the Owner under ATIPP. No records, information, documents or materials provided by or through the Contractor are subject to confidentiality or non-disclosure by the Owner except to the extent expressly agreed to in writing by the Owner. In addition, if the Contractor wishes the Owner to treat any records, information, documents or materials as confidential or non-disclosable, it must make a formal request for same and must provide the Owner with accurate, complete and detailed information, materials, or evidence sufficient to support the Contractor's request for confidentiality or non-disclosure and to meet any applicable legislative requirements. Any purported undertaking for non-disclosure or confidentiality by the Owner to the Contractor that conflicts with a legislative requirement or that is not explicitly agreed to in writing by the Owner, is void and unenforceable, and the Owner shall not be liable in any way for such undertaking.
  4. For the purposes of this section, the terms: "personal information" has the same meaning as defined under the ATIPP, and "personal health information" has the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
    1. the Contractor will comply with any applicable provisions of ATIPP and HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
    2. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner and remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;
    3. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a "service provider" as defined under ATIPP or agent of the Owner for any purpose other than as necessary for the performance of the Work, Contract, or to comply with the law;
    4. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor's obligations under section 5.3, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under section 5.3, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
    5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or section 5.0; and
    6. the Contractor will notify the Owner immediately in writing of any breach or suspected breach of section 5.0 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to



mitigate the breach and prevent any further harm arising from the breach.

5. Section 5.0 shall survive the expiry or termination of this Contract.

#### **6.0 Ownership of Deliverables**

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables have arisen from or been created or produced from the Work or this Contract. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer any of the rights to the Work or Deliverables under this Contract.
2. The Contractor represents and warrants that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with written notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
3. For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
4. Sections 6.1 to 6.4 shall survive the expiry or termination of this Contract.

#### **7.0 Dispute Resolution**

1. In the case of a dispute, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful and confidential manner.

#### **8.0 Conflict of Interest**

1. The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of the Work or its duties or obligations related to the Contract, and if such interest is acquired during the term of the Contract, the Contractor shall promptly declare it to the Owner and take

such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest.

#### **9.0 Default, Termination or Suspension**

1. If the Contractor fails or neglects to properly perform the Work or its obligations under the Contract, the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor written notice that it is in default of its obligations and instruct the Contractor to correct the default within 5 calendar days immediately following the receipt of such notice or such other time period as may be agreed to in writing by the Parties. If the default is material, or, in the reasonable opinion of the Owner, it is not expedient to correct or remedy the default, or the default is not corrected or cannot be corrected within the 5 calendar days or in such other time period as agreed to in writing by the Parties, then the Owner may, without prejudice to any other right or remedy the Owner may have, do one or more of the following:
  1. terminate the Contract immediately upon written notice to the Contractor;
  2. suspend the Work under the Contract;
  3. reduce, set off, or deduct payment under the Contract;
  4. terminate or discontinue the Contractor's right to perform the Work in whole or in part and have another contractor perform the Work; or
  5. take any action deemed necessary by the Owner to perform the Work or Contract.
2. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner, provide the Owner with any records, materials, information or documents related to the Work. The Contractor shall arrange for reasonable protection of the Work and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent reasonably possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
3. Upon 5 calendar days' prior written notice, the Owner may suspend or terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of suspension or termination pursuant to this section, the extent of the Owner's liability shall be payment for work actually and properly performed up to the date of suspension or termination in accordance with the terms of the Contract, subject to the Contractor providing the



Owner with sufficient and detailed proof of such costs or expenses. Any disputes in relation to such costs or expenses shall be resolved in accordance with the dispute resolution clause under the Contract.

#### 10.0 Notice

1. The Parties shall provide addresses for any notices under this Contract. Notices will be sent to the address provided by the other Party. The delivery of a notice may be by: hand, courier, mail, or electronic mail. A notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 calendar days after the date on which it was mailed;
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00 am to 5:00 pm, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof.

Contact information for a party may be changed by notice to the other party setting out the new address in accordance with this clause. For the purposes of this Contract, "Business Day" means a day that is not a Saturday, a Sunday or statutory holiday in the Yukon.

#### 11.0 General

1. For greater certainty, the Contractor is an independent contractor, and except for the purposes of ATIPP (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any right, benefit, or obligation of the Contractor under this Contract and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.
3. This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
4. No action or failure to act by the Parties shall constitute a

waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Party

5. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract.
6. The Contractor shall comply with all Owner policies, standards, or requirements stated in this Contract or provided by the Owner and all applicable laws and codes in the performance of the Work and this Contract. Upon request by the Owner, Contractor shall provide sufficient proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work. Nothing in this Contract is to be construed as interfering with the exercise by the Government of Yukon or its agencies of any statutory power or duty or make the Government of Yukon liable for any exercise of a statutory power or duty.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.
8. This Contract will be deemed to have been made in and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
9. This Contract includes: the General Conditions, and any attached specifications/scope of work/contract details, supplementary terms and conditions, illustrations, appendices, plans, and schedules, all of which constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, proposals or bids, and other agreements in respect of it (whether written or oral). Where a conflict exists between these General Conditions and any supplementary terms and conditions, the supplementary terms and conditions will govern.
10. Time is of the essence in this Contract.