



REQUEST FOR QUOTATIONS

The supply and installation of Split Type VRF Heat Pumps at Kana:takon Village School, St-Regis, Québec

RFQ No: 11551-1

Mandatory Job Showing: **July 17, 2025** at 10:00 a.m

Closing Date: **July 31, 2025** at 4:00 p.m.



DATE: JULY 4, 2025

H.S.P. CONSULTANTS INC.

5715 Warner Dr., Long Sault, Ontario, K0C 1P0

SECTION 1

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1. General Invitation

The intent of this package is to obtain a Heating, Ventilation and Air Conditioning Contractor (hereinafter referred to as the "Contractor") to perform work and complete the following: **Installation of new split VRF system heat pump systems at the Kana:takon Village School in Akwesasne. The systems will be installed throughout 18 classrooms or areas.**

Title of Project:

St. Regis School Heat Pump Installation
Project No. 11551

The Contract Documents are identified as:

Instructions to Bidders

Drawings:

- HVAC Layout & Details (M-1)
- Electrical Layout & Details (E-01)
- Electrical Single Line Diagram (E-02)

Project Location:

28 Second Street
St-Regis Quebec, H0M1A0

Mandatory Site Visit:

A mandatory site visit will be held on **Thursday, July 17th, 2025 at 10 am** at the Project Site (address above). A sign in sheet for Contractors to fill out will be provided during the day of the site visit. Failure to attend the site visit and fill out the sign-in sheet will result in a non-compliant bid submission.

Prepared by:

HSP Consultants Inc.
5715 Warner Drive,
Long Sault ON, K0C 1P0

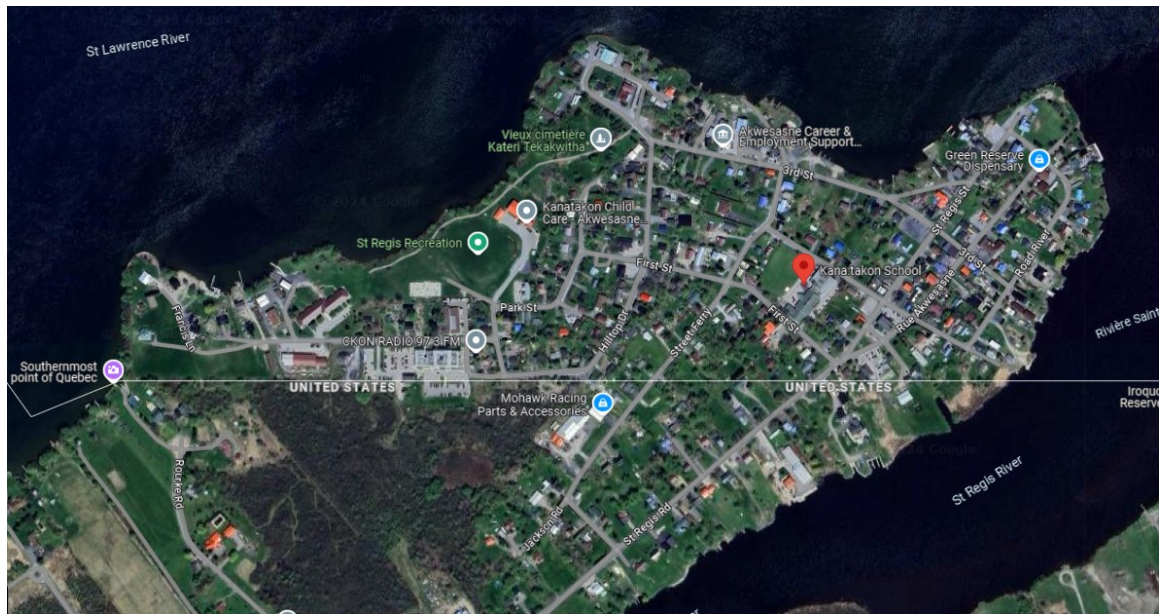
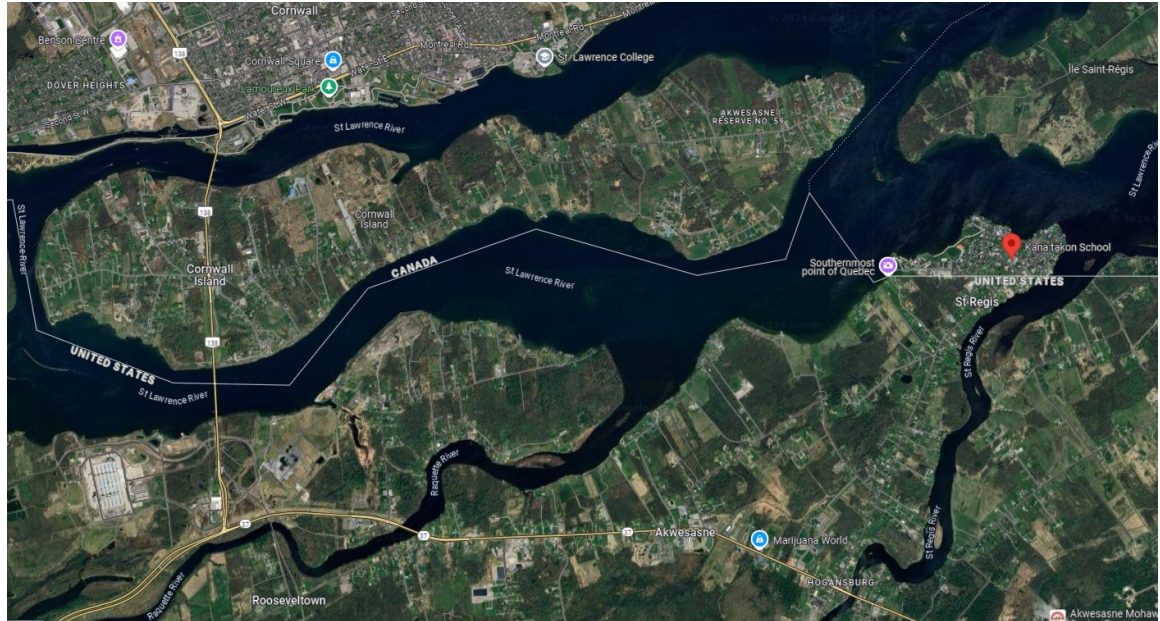
Offers signed and dated, will be received by e-mail to leslie.papineau@akwesasne.ca before 4:00 p.m. local time, on **July 30th, 2025.**

Address Bids to:

Mohawk Council of Akwesasne
Department of Infrastructure, Housing and Environment
101 Tewasateni Road
Akwesasne, Ontario K6H 0G9

Attention: **Leslie Papineau, Director**

Site location:



2. Before Submitting Tender:

Each Bidder is responsible for informing themselves as to the contents and requirements of this Request for Quotation. Each Bidder is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Quotation and to prepare and submit their

Bid. Carefully examine the existing site and include in the quotation sufficient sums to cover the cost of all items included in the Contract.

Completed Quotations shall be without interlineations, alterations, mathematical errors, or erasures. Bidders which are late, or which fail to comply with the requirements of the RFQ Documents shall be considered informal and may be rejected.

Failure to provide security deposit (if required) and/or insurance requirements may result in the quotation being declared informal.

Bids must be legible, written on company letterhead, and all items must be bid, unless the RFQ specifically permits otherwise, with the price for every item clearly shown.

Each item in the Quotation shall be at a reasonable price for each item. Under no circumstances will an unbalanced tender be considered. The Construction Manager and/or Engineer will be judges of such matters and should any bid be considered to be unbalanced; it will be rejected.

Quotations which are received after the local time in the advertised closing date for bids; or which fail to comply with requirements of the RFQ shall be considered informal and may be rejected.

If a Bidder is in doubt as to the true meaning of any part of this RFQ, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the Consultant and, if deemed necessary an addendum will be issued. This procedure also applies should the Consultant / Owner, of its own accord, wish to expand or delete any part of this RFQ.

Bidders are solely responsible for all of their own costs and expenses relating to the preparation and submission of Bids. The Mohawk Council of Akwesasne will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the bid, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3. Background

With the ongoing climate change and increased temperatures, along with the lack of air conditioning in Akwesasne schools, there is a need to install air conditioning in the schools. The Mohawk Council of Akwesasne is preparing to install air conditioning in their schools for the next cooling season. This document outlines the first phase of installation at the Kana:takon Village School in St-Regis.

4. Description Of Work

The project includes the supply and installation of new equipment, plus all other costs related to the project including all necessary approvals, certifications, and inspections. The scope of services shall include all applicable costs required for the completion of the project, including but not limited to:

- Labour
- Equipment. The proponent will be required to properly label and identify all equipment (lamacoid labels preferred)
- Materials & supplies
- The provision of a construction schedule – The proponent is required to supply a construction schedule that will include start and end dates, along with identified milestones as part of their submission.
- The provision of a maintenance program – The successful proponent will be required to supply a recommended annual preventative maintenance program
- Testing, commissioning, adjusting, & training – The proponent will be responsible for completing required testing and adjustment of the heat pump systems and included in the price of the project.
- Site clean up – The proponent will be required to clean up the job site to the satisfaction of the MCA.

Drawings Provided:

- HVAC Layout & Details (M-1)
- Electrical Layout & Details (E-01)
- Electrical Single Line Diagram (E-02)

a. Mechanical

The work is not to be limited to the following list of tasks and equipment supply. All work, equipment and hardware required for the intended project system performance is included in the contractor's mandate.

1. Supply and install seven (7) new multi-split condenser units complete with wall or ceiling mounted support brackets and vibration isolator pads. The units are to be supplied for cooling and heating using low temperature heat pumps with SEER values as per details on attached project drawings.
 - i. The units shall run on R-410A refrigerant or the latest type of refrigerant **pre-approved by engineer before submitting the tender.**
2. Supply and install thirty-one (31) new evaporator units complete with wall or ceiling mounted mounting brackets as per M-1.

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3. Supply and install nineteen (19) wall mounted thermostats (one for each room or area being conditioned where shown on M-1). These thermostats must be 7 day programmable and capable of communicating with a future BAS system. Supply and install opaque tamper proof covers for each thermostat, as per M-1
 4. Supply and install all refrigerant (type L) copper piping complete with insulation and supports.
 5. Supply and install new drain lines for each indoor unit. Drain lines shall be run to exterior of building. Any drain line running on a wall shall be covered with a plastic protection strip.
 6. Supply and install all required controls and power wiring to electrically connect the new evaporator and condenser units. Please refer to electrical scope of work.
 7. **Supply and install programming to link the evaporators to their respective condenser unit. The existing perimeter heating for low outside temperatures (below -15 C, when the heat pump is out of its operating range) will continue to operate the existing baseboards (perimeter valves).**
 8. Make new wall openings complete with sealing and flashing for the new piping. Use fire caulking where fire walls are penetrated and ensure the fire rating matches the fire wall rating.
 9. Repair damaged wall finishes and cladding on the existing walls (exterior and interior).
 10. Test the operation of the new equipment & controls (under heating AND cooling conditions) and record the test data in a commissioning report.
 11. The completed work shall not take away any function which the existing system presently has.

-
12. All system controls are to be tested including, but not limited to, fan speeds, heating, cooling, thermostat programming (for delays, weekend mode, etc.) etc.
 13. Supply copies of the test results, shop drawings, equipment operations manuals, etc. to engineer and owner and include in the system/project operations manual.
 14. Supply and install local disconnect for each exterior unit as per electrical scope of work.

b. Electrical

i. Circuit Breaker Addition:

1. Add a new 90A fuse to a 100A spare circuit breaker in main panel PP-1 to feed the new TX-G transformer, which powers the new seven (7) heat pumps.

ii. Dry Type Transformer TX-G:

1. Transformer to be provided by MCA. MCA to put transformer in place prior to start of work. Electrician to install & secure transformer as required for safe & proper operation.

iii. New Panel Installation:

1. Install new panel RP-G with the following specifications:
 - a. Power supply: 120/208V, 3 phase, 4 wire
 - b. Mains: 125A, 24 circuit with main breaker 125A, 3 phase

iv. Disconnect Switches:

1. Install seven weatherproof disconnect switches (50A, 2P), one for each heat pump.

v. Wiring:

1. Include all necessary wiring to complete the installation.

vi. **Mechanical Connections:**

1. All connections between the outdoor unit and the indoor unit are to be coordinated with Mechanical.

vii. **Electrical Calculations:**

1. All electrical calculations are based on the heat pump model MITSUBISHI PUMY-P48NKMU4, which requires 4.57kW and a 50A circuit breaker.

5. Examination of Site

A formal mandatory site examination will take place on **Wednesday, July 17th, 2025 at 10 am**. The location of the site visit will be at the Kana:takon Village School, on Second Street in St-Regis, Quebec.

6. Sales Taxes:

This project is to be constructed on Mohawk territory of Akwesasne as such is exempt from Provincial and federal Sales Taxes including the Goods and Services Tax.

7. Insurance:

The Contractor shall, at the time of entering into any contract with the M.C.A., furnish a satisfactory clearance certificate from Workers Safety & Insurance Board (WSIB) stating that all assessment or compensation payable to the WSIB has been paid. Also at any time during the performance and upon completion of such contract, upon request from M.C.A., the Contractor shall furnish a satisfactory clearance certificate from WSIB as outlined above.

The Contractor shall provide proof that His / Her personnel are fully covered under the Workplace Safety Insurance Board, and that their company and workers carry liability and property damage insurance.

Provide a signed "undertaking of insurance" on a standard form provided by the Insurance Company stating their intention to provide insurance to the Tenderer in accordance with the insurance requirements of the Contract Documents.

The bidder whose tender has been recommended to the Owner for acceptance shall, on receipt from the Owner of the Agreement for execution, procure and

maintain Liability Insurance and shall file with the Owner, together with the Agreement executed by him, a Cover Note of such Certificate of Liability Insurance. The Contractor shall file with the Owner prior to the first progress payment the original policy of such Certificate of Insurance clearly stating that the requirements hereof. Insurance shall be obtained from a company satisfactory to the Owner.

(a) The Commercial General Liability Insurance shall:

- (1) have a limit of liability of not less than **2-Million (\$2,000,000)** inclusive for any one occurrence;
- (2) be Comprehensive Liability Insurance covering all operations and liability assumed under the Contract with the Owner;
- (3) not contain any exclusions or limitations in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause;
- (4) include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Contractor and used on the work. Each such insurance shall have a limit of liability of not less than **\$2,000,000** inclusive for any one occurrence. A "vehicle" shall be as defined in the Highway Traffic Act of the Province of Ontario;

This policy to also include but not be limited to:

Premises and Operation Liability
Blanket Contractual Liability
Products and Completed Operations
Tenants' Legal Liability
Non-Owned Automobile Liability
Owner's and Contractor's Protective Liability
Contingent Employers' Liability
Cross and Several Liability and Severability of Interest Clause

- (5) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without **thirty days written notice to the Owner**;
- (6) The policy shall be endorsed to include the following additional insured language indicating the Tender description and number:
"The Owner – The Mohawk Council of Akwesasne, and the Consultant – HSP Consultants Inc. as additional named insured. with respect to liability arising out of the activities performed by, or on behalf of the Proponent".

NOTE: All insurance shall be obtained from companies satisfactory to the Council. The Contractor will pay for all premiums and expense incurred with the insurance. A certified copy of such insurance policy shall be furnished to the MCA Project Manager before any work is commenced.

8. Construction Schedule

The successful contractor acknowledges that time shall be deemed to be of the essence of this contract. The contract agrees to have the works “substantially performed” by **November 30th, 2025 based on a contract award date of first week of August, 2025**. Some allowance to this deadline may be provided with sufficient reasonable explanation approved by the owner and contract administrator.

Date of Issuance	January, 2025
Job Showing Date	July 17th, 2025 at 10 am.
Deadline for Questions	July 24th, 2025
Issuance of Addendum	3 days after deadline for question,
Submission Deadline	July 30th, 2025
Award	First week of August, 2025
Substantial Completion	November 30th, 2025

Note that the construction/installation work is tentatively scheduled as follows:

Start First Week of July (after school)

Start work in classrooms on the East side and progress towards West end of the building.

The work may start sooner, as long as the work (including access, safety, dust and noise) does not interfere with the student's activities.

Any significant changes to the construction schedule must be received in writing from MCA and HSP.

9. Tender Form Requirements

The Contractor, in submitting the price, agrees to complete the Work by the date indicated in the Contract Documents – but may suggest a revision to the Contract Time with an adjustment to the overall price. The Owner requires that work under this contract be completed within the time period stated.

Bidders shall be solely responsible for the delivery of their Tenders in the manner and time prescribed.

The Contractor shall accept sole responsibility for any error or neglect to include any sums.

A list of submitted tenders will be made public following tender closing. Offers will be opened publicly immediately after the time for receipt of tenders, unless otherwise stated.

10. Discrepancies

Bidders finding discrepancies or omissions in the drawings, in the specifications, or any other documents, or doubts as to the meaning or intent of any information thereof, shall notify the consultant. Any questions or concerns must be received three (3) working days before tender close. All clarifications, instructions, or explanations will be sent to all bidders.

Direct Inquiries To:

HSP Consultant Inc.
Engineering Consultants
5715 Warner Dr.,
Long Sault, Ont., K0C 1P0

Attention: **Qasim Amin**
Phone: (613) 932-3289
E-mail: bdoutre@hsp.ca

11. Addenda

An Addendum may be issued during the Bidding period. All addenda are part of the contract documents, and all costs shall be included in the final price. Verbal answers are only binding when confirmed by written addenda.

Clarifications requested by bidders must be in writing **not less than three business days before date set** for receipt of bids. The reply will be made in the form of an addendum as deemed appropriate by the consultant.

12. Award Of Tender

The Owner will not entertain requests for gratuitous payments arising from errors alleged to have been in the accepted bid.

Amendments to a submitted offer will be permitted if received in writing prior to Bid closing and if endorsed by the same party or parties who signed and sealed the offer.

Under no circumstances will bids be considered which are received after the local time in the advertised closing date for Tenders.

Bids once opened in the presence of the Consultant/Owner, shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date. After this time, the bids may only be accepted with the consent of the successful bidder.

The Owner has the right to accept or reject any or all offers. After acceptance, the Mohawk Council of Akwesasne will issue a letter of intent to enter into a contract for the work.

It is a condition of the tender that Mohawk labour or Mohawk sub-contractors are used for this project wherever possible. Preference will be given to tenders within the project budget, which have the highest Mohawk labour content.

The Owner may, in its sole and absolute discretion, waive any informality or irregularity. The Owner may also negotiate any of the provisions of a Bid with the respective Bidder. Negotiations may result in changes to a Bid without necessarily entering into similar negotiations with any or all other bidders.

M.C.A. reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient experience to successfully execute and fully complete the work within the specified time.

13. Warranty

Contractor's Workmanship Warranty: Contractor shall provide MCA with Contractor's five (5) year warranty for workmanship and materials on the Contractor's letterhead. Warranty shall only pertain to the workmanship performed and materials supplied under this contract. Warranty period to commence on date of approved final review. Cost of Contractor's Workmanship Warranty to be included in the contract price.

Manufacturer's Warranty: Contractor shall provide a written Manufacturer's Warranty for the materials/equipment supplied and installed under this contract. Warranty period to commence on date of approved final review. Unless noted otherwise.

14. Contract Signing

Sole proprietorship: Signature of sole proprietorship in the presence of witness who will also sign. Insert the words "Sole Proprietorship" under signature, affix seal.

Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" against each signature. Affix seal against each signature.

Limited Company: Signature of all duly authorized signing authorities in their normal signatures. Insert the capacity in which each signing officer acts against each signature. Affix the Corporate Seal.

If the tender is signed by officials other than the President and Secretary of the Company, or the President - Secretary - Treasurer of the Company, a copy of the by-law resolution of the Board of Directors authorizing them to do so must also be submitted with the tender envelope.

If the Contractor/Sub-contractor is a joint venture, each party to the joint venture shall execute the Project seal in the manner appropriate to such party.

15. Bridge Crossing Toll Charge / Passports

Payment of toll charges or similar fees shall be the responsibility of the Contractor/Sub-trades. As of January 2001 toll fees are not applicable when delivering materials or goods destined for Mohawk Council of Akwesasne projects.

It is the Contractor's responsibility to comply with the requirements of the Canadian and US Border Agencies, security and goods transportation requirements, such as having a valid passport, etc.

16. Existing Utilities & Site / Grounds

Further to the General Conditions of Contract, the following shall apply:
No responsibilities will be assumed by M.C.A. for the correctness or completeness of the plans with respect to the existing utilities, pipes, or other objects. The Contractor shall have no claim on this account. M.C.A. does not ensure the accuracy of such information and the Contractor shall not make any claim against M.C.A. for damages or extra work caused or occasioned by his relying upon such records, reports or information either as a whole or in part.

Make good public roads, sidewalks, walkways and curbs soiled or damaged due to Contractor being on-site.

Limitation on Work and Conditions

The work shall be fully supervised and controlled to cause as little disruption, and noise as possible consistent with the Contractor's work process. This supervision will be the responsibility of the successful Contractor.

Washroom

The Contractor shall provide a temporary washroom facility for use by its own and any possible subcontractor enlisted at the site.

Security

The Contractor shall be responsible for their own activities as well as any possible subcontractor that is enlisted for this project. The Contractor shall coordinate all security efforts.

19. Liquidated Damages

- a) Time - Time shall be of the essence of this agreement.
- b) Progress of the Work and Time for Completion

The Contractor shall substantially complete this Contract as specified and outlined in the consultants specification document attached herein.

If the time period above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single day light shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed by the completion date specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

An extension of time may be granted in writing by the Council in the event of the work being delayed beyond the prescribed date for completion. Such extensions shall be for such time as the Consultant may prescribe and the Council shall fix the terms on which the said extension may be granted. An application for an extension of time shall be made in writing by the Contractor to the Consultant at least fifteen (15) days prior to the date of completion fixed by the Contract.

Any extensions of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of M.C.A. whatsoever under this Contract, and all such rights shall continue in full force and effect after the time limited in this Contract for completion of the work and whenever in this Contract power or authority is given to M.C.A. or the Consultant or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or nonperformance by the Contractor in respect of the work of contract or any portion thereof.

Such powers or authorities may be exercised from time to time, and not only in the event of the happening of such contingencies before the time limited in this

Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by M.C.A. In the event of M.C.A. granting an extension of time, time shall continue to be deemed of the essence of this contract.

It is agreed by the Parties to the Contract that in case all the work called for under the Contract is not finished or completed by the completion date as specified above, damage will be sustained by the Council and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Council will sustain in the event of, and by any reason of, such delay and the parties hereto agree that the Contractors will pay to the Council the sum of **One Thousand Dollars (\$1,000.00)** for each and every **working day** beyond **1 month** past the completion date specified above (**August 15st, 2025**) that the work remains uncompleted and it is agreed that this amount is an estimate of the actual damage to M.C.A. which will accrue during the period in excess of the prescribed completion date.

M.C.A. may deduct any amount due under this paragraph from monies that may be due, or payable to the Contractor on any account whatsoever. The liquidated damages under this paragraph are in addition to, and without prejudice to, any other remedy, action or other alternative that may be available to M.C.A.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Acts of the Province or of a Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of Subcontractor due to such causes.

If the time required for the completion of the work is increased or decreased by reason of alterations or changes in the work required to be performed under this Contract, the completion date shall be increased or decreased as determined by M.C.A.

The actual completion date shall be the date on which the work is accepted by the Project Manager and the Consultant.

17. Records

As work progresses, maintain accurate records to show deviations from contract drawings. Supply one set to the Mohawk Council of Akwesasne.

18. Review Of Shop Drawings

The Contractor (or sub-contractor or equipment supplier acting on behalf of the Contractor) shall submit to the Consultant for review, all shop, working or setting drawings required in order to make clear the work proposed. Contractor shall

make all changes in such drawings that the Consultant may require and resubmit such drawings for additional review until approved by the Consultant.

When submitting such drawings, the Contractor shall notify the Consultant in writing of all respects in which such drawings differ from the requirements of the Contract or from previously notified requirements. The Consultants review of such drawings shall not be construed as approval of such differences unless the Contractor has identified all changes and deviations and unless the Consultant has specifically approved such differences in writing.

Work shall not be carried out before the Consultant's review of the shop and working drawings relating to such work has been completed and approved.

The review pertains to general design only. Errors in dimensioning, quantity or inaccuracies do not relieve the Contractor from the responsibility to complete work to the Consultant's satisfaction.

Do not commence manufacturing nor order materials before shop drawing and samples are reviewed. Responsibility for errors, omissions or deviations from requirements of Contract documents is not relieved by the Consultant's review of submittal.

19. Certificate Of Completion

1. On the date that the work has been completed, and the Contractor has complied with the contract and all orders and directions made pursuant thereto, (both to the satisfaction of the owner and the consultant, the Consultant shall issue a Certificate of Completion to the Contractor.
2. If the consultant is satisfied that the work is sufficiently complete to be acceptable to the Owner, the consultant may, at any time before issuing a certificate referred to in 1., issue an Interim Certificate of Completion to the Contractor.
3. An Interim Certificate of Completion referred to in 2. shall describe the parts of the work not completed to satisfaction and all things that must be done by the Contractor before a certificate referred to in 1. will be issued.
4. The Consultant may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in paragraph two, require the Contractor to rectify any or other parts of the work not completed to his satisfaction.
5. If the contract or a part thereof is subject to a Unit Price Arrangement, the Consultant shall measure and record the quantities of labour, equipment and material, performed, used and supplied by the Contractor, and shall inform the Contractor of those measurements.

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6. The Contractor shall assist and co-operate with the consultant in the performance of their duties (referred to in paragraph 5) and shall be entitled to inspect any record made by the consultant pursuant to 5.
 7. After the Consultant has issued a Certificate of Completion referred to in 1., he shall, if 5. applies, issue a Certificate of Final Measurement.
 - 7.1 A Certificate of Final Measurement referred to in 7. shall contain the aggregate of all measurement of quantities referred to in 5., and is binding upon and conclusion between the Owner and the Contractor as to the quantities referred to therein.

20. Oral Arrangements

In all causes of misunderstandings or disputes, oral arrangements will not be considered, but the Contractor must produce written authority in support of his contentions, and shall not use, or attempt to use, against M.C.A. any conversation with any parties.

21. Removed Materials

Except if stated otherwise below or identified in the consultant's specification, the rough materials indicated for disposal become the Contractor's property and shall be taken to the disposal site.



FORM OF TENDER

The supply and installation of Split Type VRF Heat Pumps at Kana:takon Village School, St-Regis, Québec

RFQ No: 11551-1

Mandatory Job Showing: July 17th, 2025 at 10:00am

Closing Date: July 31st, 2025 at 4:00pm



DATE: JULY 3, 2025
H.S.P. CONSULTANTS INC.
5715 Warner Dr., Long Sault, Ontario, K0C 1P0

SECTION 4

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Request for Quotation / Proposal:

Complete the construction of the St-Regis School Heat Pump Installation in accordance to the corresponding tender drawings and specifications.

Contract no: Project No. 11551

Closing Date: July 31st, 2025

Closing Time: before 4:00pm

Tender submissions delivered to:

Mohawk Council of Akwesasne

Department of Infrastructure, Housing and Environment

101 Tewasateni Road, Akwesasne, Ontario K6H 0G9

Attention to: Leslie Papineau

Bidder:	_____	_____
	Name of Firm	Contact Name
	_____	_____
	Address	Postal Code

	Telephone Number	

hereinafter called "the tenderer".

NOTE:

The Tenderer's name and address must be inserted above, and in the case of an incorporated firm / Business, the name and address of each member of the firm must be inserted below.

.....
.....
.....

Addenda:

Addendum No.	Dated

It is herewith acknowledged that the foregoing Addenda have been received and forms part of the Tender.

**TENDER FOR ST. REGIS SCHOOL HEAT PUMP INSTALLATION
NEW CONSTRUCTION – PROJECT NO. 11551**

Agreement Tender Quotation

TO: Leslie Papineau – DIHE Director
Department of Infrastructure, Housing & Environment
Mohawk Council of Akwesasne
101 Tewasateni Road
Akwesasne, Ontario K6H 0G5

I (WE)

.....
have carefully examined the locality and site of the proposed works, and all contract documents relating thereto, including:

- The Form of Agreement, Addendum/Addenda No. to No. inclusive, Special Provisions, if any, Instructions to Tenderers inclusive, Supplementary General Conditions, if any; General Conditions, Supplementary & Standard Specifications, if any; Contract Drawings, Standard Drawings, Form of Tender, forms of Performance Bond and Labour and Material Payment Bond.

Hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of the St. Regis Heat Pump Installation as identified in the contract documents. The costing outline below is based on the drawing and technical specification (A1.0, M-1, E01-E02, S1.0) for project No. 11551 provided by HSP Consultants.

Item	Qty	Unit	Description	Total Price
St. Regis Heat Pump Installation 28 Second St., St. Regis, QC				
1	1	LS	St. Regis Heat Pump Installation (Cost Of The Work)	\$
Total Bid Price: \$				
Have you checked to see if there has been an addendum prior to your submission?				
This Quotation to be returned on or before: July 31st,2025 at 4:00 p.m.				
All bidding pricing to be submitted to the Mohawk Council of Akwesasne in Canadian Funds				
Submitted by (Company):			Address:	
Signed by (Authorized Official):			City/Provence:	
Name:			Postal Code:	
Title:			Tel:	Fax:
Email:			Date:	

Tendered Cost Breakdown

As per HSP Consultants Inc. Drawings and Technical Specifications for Project No. 11551

Drawings

- Architectural Drawings: A1.0
- Electrical Drawings: E-01, E-02
- Mechanical Drawings: M-1
- Structural Drawings: S1.0

The Tenderer is required to submit his Tender in accordance with the following Lump Sum Prices for the bulk of the work for the contract. The Consultant and Owner may refuse to accept a breakdown containing prices which are, in his opinion, unbalanced and has the right to adjust the breakdown to correct such balancing.

The Tender price shall include all labour, equipment, and materials required to complete the proposed work in response to this Tender.

Costing Option Tables below is based on the tender drawings and specifications outlined by HSP Consultants Inc.

St. Regis School Heat Pump Installation – Construction Cost Breakdown

ITEM NO.	DESCRIPTION	UNIT	QTY.	TOTAL PRICE
Div. 01 – General Requirements				
1.1	Mobilization & Demobilization	l.s.	1	\$
1.2	Contingency	l.s.	1	\$
1.3	Selective Demolition	l.s.	1	\$
Div. 06 - Wood, Plastics, & Composites				
6.1	Roof Construction Framing	l.s.	1	\$
Div. 07 - Thermal & Moisture Protection				
7.1	Steel Roofing	l.s.	1	\$
7.2	Flashing, Gutters	l.s.	1	\$
7.3	Soffit & Fascia	l.s.	1	\$
Div. 22 - Plumbing				
22.1	Drainage (Evaporators)	l.s.	1	\$
Div. 23 - HVAC				
23.1	Heat Pumps Package (Cond, Evap, Ref Piping, Refrigerant, Insulation, Branch Box)	l.s.	1	\$
23.2	Controls and Wiring Incl. Thermostats	l.s.	1	\$
23.3	Installation Labor	l.s.	1	\$
23.4	Commissioning	l.s.	1	\$
23.5	Seismic	l.s.	1	\$
Div. 26 - Electrical				
26.1	Power Distribution – Panels, Transformer, Devices, Connections & Wire	l.s.	1	\$
26.2	Installation Labor	l.s.	1	\$
Total				\$

Statutory Declaration:

In **the matter** of a proposed contract for the new construction of the St. Regis School Heat Pump Installation....

**CANADA
PROVINCE OF QUEBEC
AKWESASNE FIRST NATIONS TERRITORY**

TO WIT:

..... **DO SOLEMNLY
SWEAR THAT** the several matters stated in the foregoing Tender are in all respects true, **AND**

.....
Make this solemn declaration, strictly believing it is to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me

the)

.....)

.....)
(Tenderer)

of)

In the Territory of Akwesasne, Ontario

This.....day of 20.....)

The General Conditions for this project require that the Tenderer completes and submits this declaration with this tender. Failure to complete the Statutory Declaration may result in the tender being invalidated by the Mohawk Council of Akwesasne.

Standard Tendered Requirements (Period of Validity of Tender):

Extra lump sum to extend the period of validity of tender from 60 days to 120 days from date of submission.

\$_____ (Refer to Instructions to Contractors – Liquidated Damages).

The aforementioned lump sum shall apply regardless of any difference between the final Contract Price and the original Contract Price.

MCA may in its discretion take into account the extra lump sum tendered above when comparing tenders for awarding a contract.

If this tender is accepted by MCA, the Tenderer agrees:

To carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Consultant /Technical Project Manager in accordance with the Contract.

To carry out any work referred to in the above paragraph or as informed by the Consultant /Technical Project Manager of a Contract Change Order relating to such work. The acceptance of such a Contract Change Order may waive or impair any of the terms of the Contract, any Contract Change Order previously issued by the Consultant /Technical Project Manager or any of the rights of MCA or of the Consultant /Technical Project Manager under the Contract.

To pay MCA the sum specified in the Contract (as liquidated damages) for each calendar day that the work, as modified by all Contract Change Orders issued by the Consultant /Technical Project Manager, remains incomplete after the expiry date of the Time of Completion. The Time of Completion will be adjusted in accordance with any extensions allowed in writing by the Consultant /Technical Project Manager.

The prices applicable to work referred to in paragraph one above shall be determined as follows:

The schedule of items and prices shall apply where applicable.
If the schedule is inapplicable the prices shall be determined in accordance with the General Conditions.

If requested in writing by MCA, the Tenderer agrees that he will enter into a contract with MCA based on his tender in the names of the Tenderer and the

Tenderer's parent company if any. The Tenderer further agrees that any request by MCA is not and shall not be deemed to be a counter offer by MCA.

The Tenderer further declares:

This tender is subject to a formally prepared and executed contract. – CCDC 2 Contract Document unless otherwise noted. All rights of cancellation to be vested with the Owner. In the event the successful proponent/ bidder fails to perform the services in accordance with the terms, conditions and specifications stated herein, the Owner reserves the right to terminate the contract on fifteen (15) days written notice and obtain the services of an alternate Contractor without penalty to the Owner.

The bidder to whom the contract is awarded will execute the contract and furnish all evidence of insurance and bonding, as required in the General Conditions within seven (7) days, not including Sunday or legal holidays from the date of notice of award by the Co-Owners.

This tender is made without any connection, comparison of figures or arrangements with or knowledge of any other corporation, firm or person making a tender for the same work and is fair and without collusion or fraud.

On request, the Tenderer agrees to furnish to MCA a copy of his latest financial statement within four days.

The contractor will be required to provide a work schedule and health and safety plan prior to commencement.

QUALIFICATION OF SUBCONTRACTORS – (If applicable)

The Tenderer must list on this statement sheet the name of each proposed subcontractor for the Tenderer's convenience and to ensure that a complete list is submitted with the Tender.

In addition, if the Tenderer proposes to sublet a part of the work he shall add the sub-trade and the proposed sub-contractor's name to the following list.

FAILURE TO COMPLY WITH THE AFOREMENTIONED REQUIREMENTS MAY RESULT IN THE TENDER BEING DISQUALIFIED BY MCA.

MAJOR ITEM

SUBCONTRACTOR

Mechanical	
Electrical	
Roofing Extensions	

Evaluation Of Qualified Tenders

Qualified Tenders will be, at the discretion of the Mohawk Council of Akwesasne, evaluated by the Evaluation Team. The Tenderer is reminded that the lowest bid price will not necessarily be accepted and that the MCA reserves the right to reject any or all tenders.

Ability and Experience of Bidder

It is the intention from MCA and the Consultant to award this contract to a bidder who does furnish satisfactory evidence that they have the ability and experience in this class of work and that they have sufficient capital and plant to enable them to prosecute and complete this project successfully in the time named in the contract.

Evaluation of each tender is based upon the most responsive and responsible bidder(s), who attains the highest score out of 100 points available developed from the Evaluation Criteria below.

The following criteria and weighting will be used in the evaluation of qualified bidders:

#	Criterion	Description	Weighting in Points
1.	Total Bid Price	The total bid price as declared in the Form of Tender. The formula for the evaluation of the cost shall be:	75
3.	Native Content	The value of local Native labour, equipment, operators, and construction materials as declared in the Form of Tender. Include details if the bidder has formed a joint venture partnership with a local Native contractor for the purpose of undertaking the project.	25
		Total available points:	100

Right to Accept or Reject Quotation

The Owner reserves the right to reject any or all quotations. The selection of the successful contractor will also be based on references and past performance of the bidder.

The following bids will be rejected:

- Late bid (Bid received after Closing time as specified in quotation document)

- Quotation Bid form not completed in ink or by non-erasable medium
- Quotation Bid form not signed
- Quotation Bid form not used
- Quotation and/or deposit requirements not being met
- Informal quotations (ie: bonds not provided, if required)

In terms of Native Content - MCA encourages contractors to utilize the services of our local native contractors. – if qualified as it pertains to specific sections. They may also consider contacting local services to assist with providing secondary services. i.e dumpster rentals, truck disposal of waste, etc.

Standard Tender Requirements
(Agreement To Bond)

The "Agreement to Bond" of the

....., a company lawfully doing business in the Provinces of Quebec, to furnish a Performance Bond and a Labour and Material Payment Bond each in an amount equal to 100% of the Contract price, or in such greater amount as may be required by the Council, if this tender is accepted, is enclosed herewith.

The Tenderer agrees that M.C.A. reserves the right to reject any or all tenders and that the lowest or any tender will not necessarily be accepted. M.C.A. reserves the right to award the contract to an otherwise qualified local bidder if the local bidder's price is within five percent of the lowest total tender price.

A certified cheque in an amount equal to 10% of the total tender price to a maximum of \$20,000.00 applicable to First Nation contractors only, or a Bid Bond for 10% of the Tender amount payable to M.C.A. **is attached hereto as the required tender deposit.**

If the successful bidder fails to enter into a contract with the Mohawk Council of Akwesasne:

- where a certified cheque was provided for bid surety the cheque will be cashed and the funds used to make up the difference between the low bid and the next acceptable bid up to the value of the cheque. Unused funds will be returned to the issuer.
- where a Bid Bond was provided for bid surety, the Bonding Company will make up the difference between the low bid and the next acceptable bid up to the value of the bond.

Dated atthis day of, 2025

Signature of Witness

Signature of Tenderer

NOTE: If the tender is submitted by, or on behalf of, a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation, or wafer seal, must be affixed. If the tender is submitted by, or in behalf of, an individual or a partnership, a seal must be affixed opposite the signature of the individual or of each partner and each signature must be witnessed.



GENERAL CONDITIONS

The supply and installation of Split Type VRF Heat Pumps at Kana:takon Village School, St-Regis, Québec

RFQ No: 11551-1

Mandatory Job Showing: July 17th, 2025 at 10:00am

Closing Date: July 31st, 2025 at 4:00pm



DATE: JULY 3, 2025

H.S.P. CONSULTANTS INC.
5715 Warner Dr., Long Sault, Ontario, K0C 1P0

SECTION 3

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

"authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", "considered" and "satisfactory", shall, unless some other meaning is obvious from the context, mean respectively authorized, directed, required, requested, approved, ordered, sanctioned or considered by or satisfactory to the Consultant.

"shall", "may", "herein", "person", "writing" or "written", "surety", and "security" and words used in the singular number of the masculine gender, shall have the meaning and effect as given in the Interpretation Act of the Revised Statutes of Ontario.

Works

The "work" or "works" (unless the context requires a different meaning) means the whole works, materials, matters and things required to be done, supplied, or installed that are mentioned or referred to in the Contract, including all extra or additional work or material, matters or things which may be ordered by the Consulting Engineer, as herein provided.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties. A CCDC2 Contract will be issued for this project, unless otherwise noted.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Trade Contractor* in writing. The Owner is the Mohawk Council of Akwesasne.- MCA

Contractor

The *Contractor* or a pronoun in place thereof, means the person or persons or corporation who have undertaken to carry out the Contract.

Trade Subcontractor

A *Trade Subcontractor* is a person or entity having a direct contract with the *Trade Contractor* to perform a part or parts of the *Work*, or to supply *Products* worked to a special design for the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Trade Contractor* to supply *Products* not worked to a special design for the *Work*.

Technical Project Manager / Project Manager / Construction Manager / Contract Administrator

means individuals designated by the Owner, on behalf of the owner to tender and manage all contracts for this project

Consultant / Consultant Engineer

The *Consultant* is the person or entity identified as such in the Agreement. The *Consultant* is the *consultant* or entity licensed to practice in the province or territory of the *Place of the Project*. The *Consultant* or the *Consultant's* authorized representative, designated / hired by the Owner, to provide consultation, project management, direct communication through the construction process with contractors to ensure successful completion of project. The Consultant is HSP Consultants Inc.

Site Representative

The *Site Representative* means a site representative for the Owner acting under the direction of the Consultant and Project Manager.

Project

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

Work

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

The *Place of the Project* is the designated site or location of the *Project* identified in Article A-1 of the Agreement – THE WORK.

Product

***Product or Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include machinery and equipment used to prepare, fabricate, convey, or erect the *Work*, which are referred to as construction machinery and equipment.**

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the Contract Price or Contract Time, in the form of specifications, drawings, schedules, samples, models or written instructions, consistent with the intent of the Contract Documents. It is to be issued by the Consultant to supplement the Contract Documents as required for the performance of the Work.

Change Order

A *Change Order* is a written amendment to the Contract issued by the Consultant and signed by the Owner and the Trade Contractor stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any;
- the adjustment in the *Contract Time*, if any.

Change Directive

A *Change Directive* is a written instruction issued by the Consultant and signed by the Owner directing a change in the Work within the general scope of the Contract Documents.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the Place of the Project. If such legislation is not in force or does not contain such definition, or if the Work is governed by the Civil Code of Quebec, Substantial Performance of the Work shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Consultant.

Substantial Performance of the Project

Substantial Performance of the Project is defined in the lien legislation applicable to the Place of the Project. Substantial Performance of the Project shall have been reached when the Project is ready for use or is being used for the purpose intended and is so certified by the Consultant.

Period of Maintenance

The Period of Maintenance means the period from the date of substantial performance of the contract, as set out in the Certificate of Substantial Performance, to the date of issuance of the Final Certificate and shall be not less than 12 months.

TENDERS

All tenders for the execution of the work herein set forth or referred to must be made on the printed forms supplied for that purpose. No others will be considered. Such tenders must be made without any knowledge, comparisons of figures or arrangements with any other person making any tender or estimate for the same purpose, and the tenderers shall declare that such tenders are in all respects fair and without collusion or fraud, and that no employee of the Owner is, shall be, or shall become interested, directly or indirectly, as contracting party, partner, surety or otherwise in, or in the performance of, the Contract, or in the supplies, work or business to which it relates, or in any portion of the profits to be used therein or thereof, or in any of the monies to be derived therefrom. The tender must be verified by the Statutory Declaration of the party or parties making the tender that the several matters stated therein are in all respects true. Tenders must cover the cost of completion of the Contract in every respect, in accordance with the Contract, including all labour, plant, tools, etc.

The Contractor agrees that he is fully informed regarding all of the conditions, local or otherwise, affecting the work to be performed and that his information was secured by personal investigation and that he will make no claim against the Owner based on any estimate or representation of the Owner or of any representative of same.

SCOPE OF THE CONTRACT

Stated in general terms, and without in any way limiting the requirements and intent of the Contract, the works required to be done by the Contractor under the Contract comprises construction, completion and maintenance of the works referred to in the Plans, Specifications, General Conditions or other contract documents relating thereto and includes the provision, except where otherwise specifically stated in the Contract, of all labour, plant, materials and equipment required for the complete and proper execution of the work. The contract documents are complementary and what is required by any part thereof shall be considered as being required by the whole thereof. Materials and work which are not specifically described or shown in the

contract documents but the necessity of which can reasonably be considered as inferable from the contract documents shall be supplied and performed by the Contractor at no additional cost to the Owner and the Contractor shall not claim extra payment therefor or an extension of the time for completion on account thereof.

In the case of discrepancies between drawings, those of larger scale, or if the scales are the same, those of later date shall govern.

PLANT, LABOUR AND MATERIAL

The Contractor shall provide all necessary skilled and unskilled labour, and materials, fuel, machinery, tools and all plant, so that the Contract, and all work required to be done under it, can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the Project Manager and the Consultant.

All purchased material, plant, machinery, equipment acquired, possessed or provided by the Contractor for incorporation into the works shall be the property of the Owner. Materials are only to be brought to the site, based on works being done and completed at that time. No excessive materials are to be stored at the site and billed.

The contractor is allowed to invoice based on progress draws developed from percent of work completed. The Contractor is prohibited from removing or disposing of the same, or any part thereof, without the consent or instructions of the Consultant in writing.

In case of a difference of opinion between the Contractor and the Project Manager or his authorized representative as to whether any of the aforesaid items is reasonably required on the works for the satisfactory progress of the works, the Contractor shall abide by the decision of the Consultant.

SAMPLES

Before any material of any kind is used on the work, the Contractor shall discuss with the consultant and obtain approval of materials. No material shall be used on the work that is inferior to the approved materials as outlined in the specifications. The giving of such approval shall not obligate the Owner to pay for any material other than in accordance with the Contract, shall not prevent the rejection of any material which may be found, in the opinion of the Consultant to be unsound or unfit for use on the work or not in accordance with the approved samples or the requirements of the Contract and shall not be deemed to be a waiver of objection to the work or any part thereof at any time on account of the materials used not being satisfactory or on any other account. The decision of the Consultant with respect to the approval or rejection of samples shall be final.

CONDEMNED AND SURPLUS MATERIALS

Should any plant, appliances or materials which the Consultant may deem to be inferior or unfit for use in or on the works, be brought on the ground, or used, the same shall be wholly removed therefrom within twenty-four (24) hours after notification to that effect from the Consultant / Project Manager, and in case of failure or neglect on the part of the Contractor to remove the same, the Consultant may cause the same to be taken away at the Contractor's expense and deposited, wasted, or otherwise disposed of, in any locality, place or way he considers

GENERAL CONDITIONS

convenient or proper, and the Contractor shall forthwith pay to the Owner on demand, all expenses incurred, including storage, if any, or the same may be deducted or collected by the Owner, as provided in the section hereof entitled "Monies Due Owner".

No surplus or other material of any kind, arising from any portion of the work, shall be sold, thrown away, dumped, wasted, or otherwise disposed of without the written sanction of the Consultant/Project Manager, and if so disposed of the Consultant / Project Manager may ascertain as nearly as he/she conveniently can the quantities and value, and deduct the same from the Contractor's next progress payment certificate.

EQUIVALENTS

Where pursuant to the Specifications the Contractor is required to supply an article or group of related articles designated by a trade or other name or an "approved equal", **the Tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the Specifications.** After the acceptance of a tender, the Contractor may apply to the Construction Manager, who will apply on behalf of the Contractor to the Consultant to substitute as an approved equal another article or group of related articles identified by a different trade or other name for an article or group of related articles designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute article or group of related articles, the price for the article or group of articles designated as aforesaid and such other information as the Consultant may require.

SITE REPRESENTATIVE AND SITE REVIEW

All work to be done under the Contract shall be done to the satisfaction of the Project Manager and the Consultant or of an agent or Site Representative authorized by the Project Manager to act for him/ her. The Site Representative is required by the Consultant to see that the provisions of the Contract are faithfully adhered to, especially as regards to the quality of the workmanship and materials, and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Site Representative, orders given by the Site Representative relating to the quality of material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor. The Site Representative shall have the power to suspend any worker for incompetency, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any worker so suspended is forthwith removed from the site.

APPROVALS AND PERMITS

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of Owner, provincial and federal and other authorities having jurisdiction in respect to any matter embraced in this Contract. The Contractor will obtain and pay fees, if any, for approvals and permits, unless otherwise specifically stated in the tender documents.

ERRORS AND OMISSIONS BY CONTRACTOR

Errors, mistakes, omissions or unauthorised changes made by the Contractor or his agents, workmen or employees and all damage and delay costs that may result therefrom shall be rectified and paid for by the Contractor at his own expense.

DELAYS

If, after the execution of the Contract, the Contractor suffers damage by reason of delay with respect to construction of the works arising from causes other than adverse weather or labour disputes and beyond his control, the Owner may in its discretion compensate the Contractor wholly or in part for such damage.

The Contractor shall take all steps necessary or advisable to reduce or eliminate all damage or loss by reason of delay with respect to construction of the works arising from any cause whatsoever.

ORAL ARRANGEMENTS

In all cases of misunderstandings or disputes, oral arrangements will not be considered, but the Contractor must produce written authority in support of his contentions, and shall advance no claim in the absence of such written authority, and shall not use, or attempt to use, against the Owner any conversation with any parties.

DECISIONS BY THE CONSULTING ENGINEER

Should any discrepancies appear or differences of opinion or misunderstanding arise as to the meaning of the Contract or as to any omissions therefrom or statements therein in any respect, or as to the quality or dimensions or sufficiency of the materials, plant or work or any part thereof, or as to the due and proper execution of the works, or as to the measurement or quantity or evaluation of any works executed or to be executed under this Contract, or as to extras thereto or deductions therefrom, or as to any other questions or matters arising out of the Contract, the same shall, subject to the terms of the Contract, be determined by the Consultant, who shall have the right at all reasonable times to visit, enter and carry out inspections at any buildings, factories, workshops, works or sites of the Contractor or others wherever any materials are being prepared, manufactured or treated, or other work is being done in connection with this Contract and the right also to take such samples therefrom as he may deem necessary and the Contractor shall immediately when ordered by the Consultant, proceed with and execute the work or works, or any part thereof, forthwith in accordance with such order and with such additions to or deductions from the contract price as are provided under the terms of the Contract, without making any claim for any extension of time in completing the work, unless arranged in writing with the Project Manager as herein provided.

INSPECTOR AND INSPECTION

All work to be done under the Contract shall be done to the satisfaction of the Project Manager and the Consultant or of an agent or inspector authorised by Mohawk Council to act for him. The Inspector is required by the Consultant to see that the provisions of the Contract are faithfully adhered to, especially as regards to the quality of the workmanship and materials, and may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly or for any good and sufficient reason. In particular, but without limiting the powers of the Inspector, orders given by the Inspector relating to the quality of

material or workmanship or in respect of safety or public convenience must at once be obeyed by the Contractor. The Inspector shall have the power to suspend any worker for incompetence, drunkenness, negligence or disregard of orders and the Contractor shall ensure that any worker so suspended is forthwith removed from the site.

OCCUPANCY OF THE WORKS

Care is to be taken during the works as the Long Term facility remains in operation.

The Contractor may only access the interior of the building between with a facility employee escort. Access to the inside of the building will need to be coordinated with The facilities Program Manager in advance. The use of temporary barriers, enclosures and signage will be highly enforced given the use of the property. The coordination of trades will be the responsibility of Contractor to ensure work is completed as soon as possible

The Contractor shall install temporary protection at all locations of work, as required to ensure safe, clean, orderly removal and disposal work, and to provide protection for all interior and exterior building components, vehicles, pedestrians and occupants. This includes temporary protection for all materials and building components that have been exposed during demolition/removals as specified.

The Contractor shall take all reasonable precautionary measures. It shall be the responsibility of the Contractor to ensure minimal dust and debris contamination of the interior and exterior of the work site.

Existing grounds shall be restored to original condition upon completion of the project by the Contractor to the satisfaction of the Mohawk Council of Akwesasne and it's facility.

ABSENCE OF PROJECT MANAGER, CONSTRUCTION MANAGER AND CONSULTANT AND HIS AGENT

The Owner may appoint a Construction Manager or a Firm of Construction Management, Consulting Engineer or Firm of Consulting Engineers as agents of the Consulting Engineer for the purpose of reviewing the work performed under this Contract. In the absence of the Consulting Engineer or his duly appointed agent, any inspector who has been designated by the agent to review the work shall have full power to decide as to the manner of conducting and executing the work in every particular and the Contractor shall follow the instructions or orders of the person so designated.

CONTRACTOR'S ABSENCE

In the absence of the Contractor from the works (whether permanent or temporary) he must provide and leave a competent and reliable superintendent in charge of the entire works for him at all times, notwithstanding the extent of subletting, and such person shall be considered as acting in his place, and all notices, communications, orders or instructions given or sent to or served upon such person shall be taken as served upon and received by the Contractor.

CONVENIENCES

The Contractor shall provide, and properly maintain in clean condition, suitable and convenient privy or water closet accommodation for the benefit of all Contractors.

Providing their own sanitary facilities (e.g. portable toilets and sinks) that are sufficient to meet COVID requirements as they will not have regular access to the interior of the building.

PUBLIC CONVENIENCE AND SAFETY

If at any time the Construction Manager or his authorised representative considers the works to be unsafe he may order the Contractor to take measure forthwith to ensure adequate safety. Should the Contractor fail to take adequate measures, the Construction Manager or his representative may order the work to cease until such measures have been taken. The Contractor shall not be entitled to additional payment for, or an extension of time for the performance of the Contract by reason of, such safety measures. The fact that the Construction Manager or his representative has ordered or has failed to order additional safety measures shall not relieve the Contractor of responsibility for the adequacy of the safety measures taken.

LOSS OR DAMAGE

The Owner shall not in any manner be answerable or accountable for any loss or damage by fire or otherwise that shall or may happen to the work or any part or parts thereof; or for any of the materials or other things used and employed in finishing and completing the work, or for any injury to any person or persons, including workmen and the public, or for damage to adjoining property, against all of which injuries and damages to persons or property, the Contractor shall properly guard, and shall make good all damage of whatsoever nature or origin which may arise out of, or be occasioned by any cause connected with the Contract, or the work done by the Contractor, and shall indemnify and keep indemnified the Owner against same until the completion of all the work hereunder and the termination in accordance with the Contract of the insurance which the Contractor is required by the Contract to provide.

INSURANCE & CONTRACTOR'S LIABILITY:

Refer to "Instruction to Tenderers" for information on Insurance and Contractor's liability.

NIGHT, SUNDAY AND HOLIDAY WORK

Refer to Consultants Specifications

RELEASE OF HOLDBACK TO SUBCONTRACTORS

Notwithstanding that the Contract as a whole has not yet been substantially performed, the Consultant / Project Manager may, if requested in writing by the Contractor, approve the completion of a Subcontract and the release to a Subcontractor through the Contractor of the 10% holdback retained by the Owner in respect of the work covered by the said Subcontract provided that:

(a) the Contractor certifies:

(1) that the said Subcontract has been completed satisfactorily, or

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(2) that the said Subcontract has been completed satisfactorily except for work not exceeding in value the lesser of (i) one percent of the Subcontract Price, and

(ii) \$1,000.00 and gives reasons why the uncompleted work is still outstanding.

(b) The Consultant is satisfied:

- (1) That the said Subcontract has been completed satisfactory, or
- (2) that the said Subcontract has been completed satisfactory to the fullest extent reasonably possible at that date and that the work remaining to be completed does not exceed in value the sum derived from (a)(2) above.
- (3) that all required or necessary inspection and testing of the works covered by the said Subcontract have been carried out and that the results are satisfactory.

(c) the Contractor has furnished to the Consultant:

- (1) a release by the Contractor in a form satisfactory to the Consultant releasing the Owner from all further claims (excepting holdback monies) relating to the said Subcontract.
- (2) evidence satisfactory to the Consultant that the said Subcontractor has discharged all liabilities incurred by him in carrying out the said Subcontract and that all liens in respect of the completed Subcontract have expired or have been satisfied, discharged or provided for by payment into Court.
- (3) a satisfactory clearance certificate or letter from the Worker's Compensation Board relating to the said Subcontractor.
- (4) the required maintenance security in respect of the said Subcontract as provided in Section 39 hereof.
- (5) as-built drawings and maintenance manuals approved by Consultant and Project Manager and accepted as satisfactory by the Owner.

(d) The Consultant has completed an inspection of the facilities and is satisfied.

(e) The Project Manager/ Owner retains sufficient money to cover the cost of completing any work that remains uncompleted under the said Subcontract.

The Consultant shall, within seven days after he approves a certificate wherein it is certified that the Subcontract has been completed, give a copy of the said certificate to the Contractor and to the Subcontractor concerned.

On receipt of the holdback monies from the Owner, the Contractor shall forthwith pass to the Subcontractor concerned the payment due under the said Subcontract and shall pass to the Consultant a copy of the transmittal letter showing the amount of the said payment.

The period of maintenance for the work carried out under the said Subcontract shall continue until the issuance of the Final Certificate for the Contract.

Release of holdback monies by the Owner in respect of a Subcontract in accordance with the foregoing shall not relieve the Contractor or his surety of any of their responsibilities and shall not be made until a period of **60 days** has elapsed from the date of approval of the certificate certifying the said Subcontract to be completed

MEASUREMENTS

- (a) Approximate monthly accounts of the works completed under the Contract shall be made by the Consultant at the end of each calendar month except where the work has been delayed or suspended. An authorised representative of the Contractor shall assist the Consultant in taking such measurements and shall furnish all particulars required by the Consultant. The Consultant shall notify the Contractor when such a measurement will be made.
- (b) The said monthly accounts shall not bind the Consultant and the Project Manager in any manner in the preparation of his final account of the works constructed by the Contractor under this Contract, but shall be construed and held to be approximate only.
- (c) The final measurement shall be prepared in detail as soon as the whole of the works have been completed, and this final measurement shall be approved and accepted in writing by the Consultant. Thereafter the Completion Payment Certificate shall be issued and payment shall be made in accordance with Section 39 hereof.

VALUATION OF VARIATIONS

- (a) The Consultant & Project Manager shall determine the amount, if any, to be added to, or deducted from, the sum named in the Tender, in respect of any extra or additional work done, or work omitted by his order. All such work shall be valued at the price as set out in the Schedule of Items and Prices or the Schedule of Additional Unit Prices if, in the opinion of the Consultant the same shall be applicable.
- (b) If the Contract does not contain any prices applicable to the extra, additional, or omitted work, then the Contractor and Project Manager may agree on a price for such work, in which case the price shall be comparable to prices quoted on work of a similar nature.

PAYMENT

- (a) The Contractor shall submit to the Consultant at the end of each calendar month a fully itemised statement showing the estimated value of the permanent work executed up to the end of the month based on the unit prices shown in the Contract and the section covering Valuation of Variations, together with a fully itemised statement of the value of major items of material and equipment on site for incorporation into the permanent works.
- (b) From each monthly statement including the statement based on the final measurement, the Consultant will prepare a Monthly Payment Certificate and will include therein so much as he considers fair and reasonable in respect of the value of the work executed and of the major items of material and equipment on site.

-
- (c) Ten percent (10%) of all monies due the Contractor in accordance with the Monthly Payment Certificate up to a limit of 10% of the contract price, shall be retained by the Owner (except as may otherwise be provided for in the Contract) and shall be termed the holdback.
 - (d) The Monthly Payment Certificate will show the Consultants gross valuation of the work performed and materials supplied the deduction of the appropriate amount of holdback, the previous payments to the Contractor and the amount due him.
 - (e) No progress estimate or payment shall be held to bind the Consultant in his valuation of the work on its completion and the Consulting Engineer may on any Monthly Payment Certificate make correction or modification to any previous certificate he has made.
 - (f) At the time of issuance by the Consultant of the Certificate of Substantial Performance in accordance with Section 33(c) of the General Conditions, the Consultant shall:
 - (1) Notify the Contractor of the value of the maintenance security required by Section 40.
 - (2) Prepare a Substantial Performance Payment Certificate showing:
 - (i) The value of work completed to-date.
 - (ii) The value of outstanding or uncompleted work.
 - (iii) The value of the required maintenance security.
 - (iv) The amount of the 10% holdback (allowing for any previous release of holdback to the Contractor in respect of completed Subcontracts and deliveries of pre-selected equipment).
 - (v) The amount due the Contractor.
 - (3) Prepare a Payment Certificate releasing to the Contractor the 10% holdback due in respect of work performed up to the date of substantial performance. Subject to the submission by the Contractor of the following documents such holdback shall become payable after **60 days (Construction Act in Ontario)** from the date of publication of the Certificate of Substantial Performance:
 - (i) A written undertaking by the Contractor to complete expeditiously any outstanding work and to discharge all unfulfilled obligations under the Contract.
 - (ii) The Contractor's final claim (except in respect of outstanding work).
 - (iii) A release by the Contractor in a form satisfactory to the Consulting Engineer releasing the Owner from all further claims relating to the Contract (except in respect of outstanding work).
 - (iv) A Statutory Declaration in a form satisfactory to the Consulting Engineer that all liabilities incurred by the Contractor and his

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-
- Subcontractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.
- (v) A satisfactory Clearance Certificate from the Workers' Compensation Board.
- (g) At the time of issuance by the Consultant of the Certificate of Completion in accordance with Section 33(i) of the General Conditions, the Consulting Engineer shall:
- (1) Prepare a Completion Payment Certificate showing:
- (i) The Final Contract Price.
- (ii) The amount of the further 10% holdback (based on the value of further work completed over and above the value of work completed shown in the Substantial Performance Payment Certificate referred to in (f) above).
- (iii) The value of the required maintenance security.
- (iv) The amount due the Contractor.
- (2) Prepare a Payment Certificate releasing to the Contractor the further 10% holdback. Subject to the provisions of The Construction Lien Act and the submission by the Contractor of the documents required by Section 33(i) hereof, such further 10% holdback shall become payable after **60 days** from the date of completion of the works as established by the Certificate of Completion.

SUSPENSION OF WORK

The Consultant, by an order in writing, at any time stop or suspend any part of the work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the work, or with any part thereof, and the Contractor shall not thereby be entitled to any additional payment, or to claim for loss of profit or anticipated profit, or for damages or otherwise howsoever, by reason of such order except as may be allowed in accordance with Section 12 hereof. When it is deemed advisable by the Consultant or Project Manager to discontinue the work or any part thereof for the winter, the Contractor must place the work in proper and satisfactory condition for the safety of the public and for the effectual protection of the work against damage from rain, snow, frost, ice, or other causes.

MONIES DUE OWNER

All monies payable to the Owner by the Contractor under any stipulation herein or to the Workers' Compensation Board, may be retained out of any monies then due, or which may become due, from the Owner to the Contractor under this or any other contract with the Owner, or otherwise howsoever, or may be recovered from the Contractor or his surety jointly or severally in any court of competent jurisdiction, as a debt due to the Owner; and the Owner shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to it the advisability of so doing, though the sum to be retained may be ascertained.

DISPUTES

Any claim which the Contractor may have against the Owner based on any dispute or difference of any kind whatsoever arising out of the Contract or work shall not be ground for delay in the work but shall be referred by the Contractor in writing to the Consultant / Project Manager no later than fifteen (15) days after the Contractor becomes aware of the circumstances giving rise to such dispute or difference. Such reference shall contain a concise statement of the relevant facts.

The claim shall be settled by the Project Manager / Consultant who shall communicate his decision in writing to the parties and such decision shall forthwith be given effect by the parties, and the Contractor shall proceed with the works with all due diligence in accordance therewith whether or not such claim shall be referred to arbitration as hereinafter provided.

RESTORATION

Where the Contractor enters into the lands, buildings, highways or roads under the jurisdiction and control of the Owners for the purpose of making a survey, examination, investigation, inspection or lays any pipes or appurtenances and in so doing disturbs any such lands, buildings, highways or roads, such lands, buildings, highways or roads shall be restored to their original condition without delay.

DRAINAGE

The Contractor shall keep all portions of his work properly and efficiently drained during construction and until completion. He will be held responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the works, or which any of his operations may cause to flow elsewhere. The Contractor shall de-water all work sites and excavations as necessary or as directed to enable the works to be constructed in a satisfactory manner. The Contractor shall not be entitled to any additional payment for compliance with the requirements hereof beyond the prices tendered for the construction of the works.

BARRIERS, LIGHTS AND DETOURS

The Contractor must provide, erect and maintain all requisite barriers, fences or other proper protection. The Contractor also must provide, keep and maintain watchmen and lights with red globes, as may be necessary or as may be ordered by the Consultant, in order to ensure public safety. Should the Contractor neglect to carry out the above requirements, the Consultant / Project Manager is authorised to place such watchmen, lights, barriers, etc., as required. The Project manager will charge the cost to the Contractor without relieving the Contractor of any claims for damages or accidents.

ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS

The Consultant and the Project Manager shall have the right to make or order any alterations or changes (change order) as they may deem advisable at any time before or during the execution of the works. The Consultant and the Project Manager may suspend or omit any portion of the work, change the dimensions of any part of the works, vary the work contracted for, order any additional or extra work to be done, or order additional or extra materials to be furnished. Upon written orders from the Project Manager/ consultant, the Contractor shall proceed with, carry out and execute the works as directed, shall supply such additional materials, and do such

additional or extra work, as the Project Manager requires. The Contractor is not entitled to any extension of time for completion or any additional payment except as herein provided.

Before commencing any work or procuring any materials required to do work beyond the requirements of the Contract, the Contractor must obtain a written order from the Consultant & Project Manager stating:

- (a) The work is an extra and will be paid for as such, clearly define the nature of the extra work or material, and the amount the Contractor is to receive, or the terms under which the work is to be paid for; or
- (b) The work is considered to be part of the Contract and not an extra and that no additional payment shall be made.

Before beginning any such work or delivering any such material, the Contractor shall also notify the Consultant & Project Manager in writing of his intention to commence work or deliver materials so that a proper record of the work may be kept. If the Contractor proposes to claim additional payment for work or materials which the Consultant considers to be a part of the Contract, i.e. not an extra, the Contractor shall notify the Project Manager in writing before commencing such work or delivering such materials.

If the Contractor neglects or fails to observe the conditions contained in this section, he shall forfeit all right to payment which he otherwise might have had, and shall not make any claim in respect thereof. If made, the Consultant may deem invalid the request for payment.

NON-FULFILMENT OF CONTRACT

If the Contractor neglects or fails to commence work, becomes bankrupt or insolvent, compounds with his creditors, commits any act of insolvency, transfers, assigns or sublets the Contract or any part thereof without the written consent of the Consultant or Project Manager, has not executed or is not executing the work or any part thereof in a sound and workmanlike manner in accordance with the Contract, is not performing the work to ensure its completion within the time stipulated in the Contract, has failed to complete the works within the said time, fails or refuses to take down, rebuild, repair or rectify any imperfect work for which the Contractor is responsible, fails to remove any condemned material or to replace such material with proper material, fails to comply with any reasonable order given to him by the Consulting Engineer/Project Manager, abandons the work, fails to observe or perform any of the provisions of the Contract, the Consultant or Project Manager shall, after giving the Contractor 48 hours written notice, have the right and power to take possession and control of the whole work or any part or parts thereof from the Contractor.

The Contractor, upon receiving the notice, shall give possession and control of the work or the parts specified in the notice peaceably to the Consultant. The Consultant or Project Manager may employ any means he may deem necessary to complete the work to his satisfaction. In the event of an emergency due to the Contractor's non-

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fulfilment of the Contract as set out above, the Consultant/Project Manager shall have the right to take possession and control of the works or any part thereof from the Contractor.

The Consultant or Project Manager may take any measures he may deem necessary or advisable to deal with the emergency. The decision of the Consultant or Project Manager shall be final. If the Consultant or Project Manager takes measures to rectify the emergency he shall notify the Contractor as soon as is practicable. The Contractor and his surety in every case provided for above shall be liable for all loss, damage, expense, expenditures and cost which may be incurred by reason of the Consultant or Project Manager's exercise of the rights and powers provided for herein. If the said loss, damage, expense, expenditure or cost exceeds the sum which would have been payable under the Contract, the Contractor or his surety shall pay the amount of such excess to the Owner. The Contractor also must include the amount of liquidated damages from the date fixed for the completion of the work.

In case possession and control of the work, or any part thereof, is taken from the Contractor, the completion of the work shall not be delayed. Neither an extension of time for any reason beyond the date fixed herein for the completion of the Contract, nor the payment for any portion of the work shall be deemed to be a waiver by the Consultant, Project Manager or the Owner of their rights under this Contract.

END OF GENERAL CONDITIONS



HEALTH AND SAFETY GUIDELINES

The supply and installation of Split Type VRF Heat Pumps at Kana:takon
Village School, St-Regis, Québec

RFQ No: 11551-1

Mandatory Job Showing: July 17th, 2025 at 10:00am

Closing Date: July 31st, 2025 at 4:00pm



DATE: JULY 3, 2025

H.S.P. CONSULTANTS INC.
5715 Warner Dr., Long Sault, Ontario, K0C 1P0

SECTION 4

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1. INTRODUCTION:

Accidents on Mohawk Council of Akwesasne (MCA) job sites can be prevented. All employees of MCA as well as contractors, subcontractors and their employees are expected to work toward this goal.

1. SCOPE

This section applies to the period of construction of all projects. It concerns the safety of the worker on the project and the public affected by the project.

This sections is to be read in conjunction with the HSP Consultants Inc. specification documents.

2. GENERAL

No project shall be commenced or continued unless sufficient land space is available to permit compliance with all requirements.

2. SAFETY POLICY:

Safety is a requirement for all contracts signed with MCA and for every individual working on a MCA construction project.

All contract work at Akwesasne must be performed in full compliance with Ontario Health and Safety Standards, and additional procedures as set out by the Mohawk Council Technical Services Safety Department.

Failure to comply may be basis for denying an individual permission to work on Mohawk Council projects.

All work performed at Akwesasne must be done in full compliance with the latest edition for Ontario regulations of Construction Projects, Occupational Health and Safety Act. Also the Construction Health and Safety manual published by the Construction Safety Association of Ontario.

3. PLANNING AND COMMUNICATION SAFETY:

WORK PLAN

HAZARD IDENTIFICATION

SAFETY MEETING

All work activity must be planned as follows:

A. WORK SAFETY PLAN

A weekly work plan must be completed each Friday, outlining upcoming work.

B. HAZARD IDENTIFICATION

A weekly work plan for the following week must be completed each Friday, identifying the safety hazards, potential accidents, safety procedures to be followed and safety equipment to be used, to prevent any accident or injury when performing the planned work.

C. WEEKLY SAFETY MEETING

A weekly safety meeting must be held on the morning of the working day of each week. The weekly work plan and the Hazard Identification Sheet will create the agenda.

The work plan for the week:

Hazards in performing the planned work.

Safety procedures to follow.

Safety equipment to be used.

Each employee in attendance is required to sign "Report of the Meeting" in the space provided.

It is each contractor's responsibility to ensure that the above procedure is strictly followed by his supervisors, foreman, and sub contractors.

Copies of the WEEKLY WORK PLAN (A) and HAZARD IDENTIFICATION (B) are to be delivered or emailed to the MCA Department of Infrastructure, Housing and Environment office every Friday. A copy of the safety meeting report is to be delivered to the DIHE Office the first working day of each week.

A Copy of Forms (A), (B), and (C) are attached to this document for your information. The MCA Safety Officer will provide assistance, if required, with these forms.

4. SAFETY AUDITS / SITE INSPECTION:

The M.C.A. Safety Coordinator conducts random safety audits on a daily basis and a formal safety audit every week on all MCA construction projects. Any unsafe conditions or unsafe acts are recorded.

We require the site supervisor to accompany the Safety Coordinator on these weekly audits.

ANY UNSAFE CONDITION OR ACT MUST BE CORRECTED IMMEDIATELY.

A written report is made of each audit and copies are distributed to the Construction Manager and site supervisors.

5. MCA SAFETY COORDINATOR OFFICER :

The role of the MCA Safety Coordinator is designed to provide support, assistance and guidance in all safety concerns. His/her role in safety in no way replaces the contractor's responsibility for the safety of their employees and sub contractors.

6. AGREEMENT:

I _____ (print name) agree to comply with all of the above safety requirements.

Signature

Date

7. WORK PLAN:

Contractor: _____ Foreman: _____ Date: _____
For week starting Monday _____

Activity #	Work Plan	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.

PLAN SAFETY INTO EVERY WORK ACTIVITY. THE BETTER THE PLAN THE BETTER THE RESULT.

Contractor: _____ Foreman: _____ Date: _____

**MCA Construction &
Safety Guidelines &
Special Provisions**

8. HAZARD IDENTIFICATION SHEET:

NUMBER	WORK ACTIVITY	HAZARDOUS CONDITION	POTENTIAL ACCIDENT	PREVENTIVE ACTIONS	SAFETY EQUIPMENT REQUIRED

Contractor: _____ Foreman: _____ Date: _____

9. WEEKLY SAFETY MEETING HAZARDOUS IDENTIFICATION:

(List of attendees to be included with minutes.)

Contractor:_____ Foreman:_____ Date:_____

SAFETY HAZARDS TODAY

(refer to Hazard Identification Sheet)

PREVENTIVE ACTIONS AND SAFETY EQUIPMENT REQUIRED	EMPLOYEE SUGGESTIONS
---	----------------------

ATTENDEES		ATTENDEES	

SAFETY DOES NOT HAPPEN BY ACCIDENT

10. PUBLIC WAY PROTECTION

When work is being carried out on a dwelling or other structure within 4.6m (15') of a public way, provision shall be made to protect the public, by a strongly constructed fence or boarding at least 1.8m (6') in height around the construction site. If the structure is 2m (6'-8") or less from the public way, overhead protection shall also be provided.

Where an excavation is more than 1.2m (4') deep, it shall be shored and protected by a barricade which shall be at least 1065mm (42") high and be located a distance equal to the depth of the excavation from the top of any wall of the excavation. Where an excavation is left open over night flashing lights shall be provided in each direction of the public way.

11. TRAFFIC CONTROL

Temporary roadways shall be marked for the passage of vehicle traffic. Workers directing traffic during working hours shall wear approved clothing, ie: a fluorescent and coloured (blaze orange or red) vest or hat and sleeves extending from above the elbow to the wrist. Signs shall be used to direct traffic during non-working hours.

If a major traffic way is obstructed when making service connections, procedures shall be established to allow emergency vehicles access around the obstructed area. Band Police or local law enforcement agency shall be requested to provide assistance.

12. PERSONAL PROTECTIVE CLOTHING, EQUIPMENT AND DEVICES

Every worker shall wear appropriate clothing (no loose sleeves etc.) and shall wear or use such protective clothing, equipment or device as is necessary for personal protection. This equipment may be, but is not limited to, safety hats, safety eyeglasses, safety footwear, ear protectors, gloves, etc.

13. EXCAVATION

All excavations shall be well marked for pedestrian and vehicle traffic with an access route marked for the passage of emergency vehicles. A worker shall be delegated to direct emergency vehicles in case of an emergency while work is in progress on site.

Care shall be taken not to damage any existing underground system (gas, water, sewer, electrical conduits) which shall be supported where necessary to prevent failure or breaking. Call before you dig. No vehicle or other machinery shall be driven, operated or located so near to the edge of the excavation as to endanger a person by affecting the stability of the walls of the excavation.

Every excavation shall be kept reasonably free of water at all times.

No worker shall enter or remain in an excavation which is greater than 1.2m (4') in depth unless the excavation is properly shored.

14. HOUSEKEEPING

No object shall be placed where it is likely to endanger a worker or the public.

Formwork ties or nails protruding from concrete shall be removed or cut off as soon as the formwork has been removed.

Except where the scrap material or lumber is stored in an acceptable container for removal, waste material and debris shall be removed daily.

Each trade shall respect the work of other trades and shall keep the workplace clean and safe. Incomplete work shall be left in such state as not to be a potential hazard to other workers.

No material shall be thrown or permitted to fall freely from one story to another, or from a roof.

15. STORAGE OF MATERIALS

Material to be used on a project, or to be removed from a project, shall be stored in an orderly manner so as not to endanger any worker or the public. Care shall also be taken when moving or transporting material.

No construction material shall be stored, stocked or piled within 1.8m (6') of a floor or roof opening, or the open edge of a floor or an excavation, except where they can be handled by one worker and provided that the height of a pile is less than the distance of the face of the pile from the edge.

Lumber and similar materials shall be stored so that the pile is secure against collapsing or tipping.

Crosspieces shall be used to provide stability on all piles of lumber exceeding 1.2m (4') in height.

Masonry units shall be stacked on level wood planks, platforms or bases in tiers with header units in the pile where necessary to provide stability. The pile shall not exceed 1.8m (6') in height.

Bagged material shall be piled with cross – piles on the exterior of the pile and be not more than ten bags high.

Pipe and reinforcing steel shall be stocked, supported or braced as to prevent accidental movement.

16. SANITATION

A reasonable supply of potable water shall be kept readily accessible for the use of the workers.

At least one flush toilet, chemical toilet or privy shall be provided or made available to the workers.

17. FIRE PROTECTION

A 4.5 kg (10 lb.) ABC fire extinguisher shall be provided at the construction site. If running water is available, a 15m (50') garden hose with a jet spray nozzle may be used.

Consult the local fire brigade chief to establish the fire protection measures available before work starts.

18. ELECTRICAL SUPPLY

Precautions shall be taken to prevent danger to the public or workmen from any live electrical conductors (wires) or from any electrical equipment.

A panel board shall be securely mounted on a vertical surface, kept clear of any obstruction, readily accessible, located in an area where water will not accumulate and be protected from the weather.

No worker shall use any cord-connected electrical equipment or tool unless the equipment is sufficiently grounded.

No worker shall bring any object, move a back-hoe shovel, crane or other similar lifting device or its load closer than the length of the boom of the lifting device to an electrical power line of more than 750 volts unless he has another worker stationed within his view to warn him when any part of the lifting device or its load is approaching minimum distance from the power line as shown on Table 11.A.

Table 11.A
Forming part of Article 11

MINIMUM DISTANCE FROM LIVE POWER LINES

Voltage of Live Power Line	Minimum Distance
750-15,000 volts	3.1m (10')
15,001-250,000 volts	4.6m (15')
Over 250,000 volts	6.1m (20')

19. CONSTRUCTION EQUIPMENT

All vehicles, cranes, machines, tools or other pieces of equipment shall be maintained in such condition that they will not endanger a worker when in use. For loading lifting equipment where equipment certification is required, the manufacturer's recommendations will be followed. Regular inspections will be conducted as per manufacturer's recommendations. A log book of inspections, repairs, tests, modifications, etc. shall accompany equipment at all times. Inspections shall be conducted by a certified person.

No worker shall operate any piece of equipment on a project unless he has the required training and experience specific to the equipment being operated. For load lifting equipment requiring operator certification, the manufacturer's recommendation shall be followed. Regular inspections will be conducted as per manufacturer's recommendations. Proof of certification will accompany the operator at all times and may be requested from time to time.

No worker shall mount a platform, bucket or load support by a crane, hoist, fork-lift, front-end loader or similar machine.

Where the operator may be exposed to overhead hazards, a cab, screen or other adequate overhead protection shall be provided.

No person shall operate a power-shovel, backhoe or similar excavating machine in such a manner that any part of its load will pass over a worker.

No person shall begin to disconnect or carry out repairs on a pipeline under pressure until he has ensured that the disconnection or repair will endanger no person.

20. EXPLOSIVES

No fire or other flame shall be taken or be within 7.6m (25') of any magazine vehicle, building or place in which explosives are stored, handled or transported.

An acceptable, competent person shall be appointed by the superintendent to be in charge of all blasting, control and storage of the explosives.

21. PLATFORMS, RUNWAYS AND RAMPS

All runways, ramps or platforms shall be designed to hold the expected loads to be applied to them and be 485mm (19") or more in width. Slopes shall not exceed more than 300mm (1') vertically to 900mm (3') horizontally. Cross-cleats must be used on runs steeper than 1:3.

22. LADDERS:

All ladders shall be securely fastened and be placed so the base of the ladder is not less than one-quarter and not more than one-third of its length from the wall face. The ladder shall extend at the upper level a minimum of 900mm (3') with at least 150mm (6") clearance behind each rung.

When a stepladder is being used, the legs shall be fully spread and locked. The top of the stepladder and pail shelf shall not be used as steps.

23. STAIRS

Temporary stairs shall have a clear width of not less than 510mm (20"), be not more than 4.6m (15') vertically between landings and shall be equipped with handrails.

24. GUARDRAILS

Guardrails shall be provided at the perimeter, open sides and ends of a floor, scaffold, working platform, runway or ramp and be not less than 910mm (36") and not more than 1065mm (41") above the surface, floor, scaffold or roof.

25. SCAFFOLDS

No worker shall use a barrel, box or other loose object to stand upon while working, or to support a scaffold or working platform.

A scaffold shall be anchored and capable of supporting at least twice the maximum load to which it is likely to be subjected, and have uprights diagonally braced, with footings, sills, or supports capable of supporting the load.

The scaffold platform or other work platform shall be at least 460mm (18") wide.

A person with scaffold use training shall be responsible for the use of the scaffold.

26. FORMS AND FALSEWORK

Forms and falsework shall have sufficient bracing in the vertical and horizontal planes to prevent movement and bucking.

Falsework shall be braced to withstand all loads during and after placing of the concrete. Falsework design shall be approved by the design engineer or consultant or otherwise acceptable.

Forms or falsework shall not be removed unless the concrete has attained sufficient strength to support any load likely to be applied to it.

27. EXPLOSIVE ACTUATED TOOLS

All explosive-actuated fastening tools shall have a safety mechanism that will prevent the tools from being fired while being loaded, during preparation for firing, or if dropped; and be capable of operation only when the muzzle end is held against a working surface.

An explosive-actuated fastening tool shall be used only by a worker who has been instructed in the proper and safe manner of its use and who is wearing safety protection equipment (safety hat, safety glasses, safety boots and ear protection)

The load for an explosive actuated fastening tool shall be so marked that the operator can identify its strength. The load and tool shall not be left unattended and when not in use, shall be stored in a locked container.

28. SMOKING

Where conditions are such as to make smoking a fire or explosion hazard, smoking shall be permitted only in specifically acceptable smoking areas.

The areas where smoking is not permitted shall be identified by signs. Signs prohibiting smoking shall have black lettering at least 50mm (2") high with a 12mm (1/2") stroke on a yellow background. Symbols at least 150mm (6") by 150mm (6") may be used in lieu of lettering.

SCHEDULE OF FINES AND PROCEDURES FOR INFRACTIONS OF SAFETY PROCEDURES

First warning will be a verbal warning to employee of breach of safety procedure and to Employer/Contractor by Safety Officer of the Mohawk Council of Akwesasne.

Second warning must be a written warning to Employee of a continuing breach of the same safety procedure and to Employer/Contractor by Safety Officer of the Mohawk Council of Akwesasne.

Third warning following a continuing breach of the same safety procedure results in written notice to Employee as well as to the Employer/Contractor by the Safety Officer of the Mohawk Council of Akwesasne. This written notice documents the two previous infractions and levies the fine. The fines may not exceed a maximum of:

- a) \$500.00 for Employee
- b) \$5,000.00 for Employer/Contractor

Following the imposition of fines, further persistent breaches of safety procedures will result in termination of the contract between the Employer/Contractor and the Mohawk Council of Akwesasne.

29. CONTRACTOR'S RESPONSIBILITY

Due to Covid 19 Pandemic measures in place, The following are minimum recommended procedures to be practiced at all MCA active construction sites.

1. Unless noted otherwise, as part of this project, the contractors are required to complete screening procedures that include, temperature check, screening questionnaire and a rapid test –nasal swab completed by the on-site nursing staff at the Adult Care facility.
2. In interior of building, practice social distancing by maintaining a minimum 6-foot distance from others.
3. Provide proper PPE as appropriate for the activity being performed.
4. The owner/contractor should designate a site-specific COVID-19 Supervisor to enforce this guidance. A designated COVID-19 Supervisor should be present on the construction site at all times during construction activities. The COVID-19 Supervisor can be an on site worker who is designated to carry this role.
5. Minimize interactions when picking up or delivering equipment or materials to ensure minimum 6-foot separation.
6. Stagger the trades as necessary to reduce density and maintain minimum 6-foot separation social distancing in interior of building.
7. Place wash stations or hand sanitizers in multiple locations to encourage hand hygiene.

8. Require anyone on the project to stay home if they are sick, except to get medical care.
9. Have employees inform their supervisor if they have a sick family member at home with COVID-19.
10. Maintain a daily attendance log of all workers and visitors.

In indoor construction: It is essential that the on-going operations of the occupants be maintained with minimal disruption during the period of new construction, renovations, and alterations around the existing building.

For the purpose of the bidding, all work within or near the existing building shall be carried out within the regular construction working hour periods, from 8:00am to 5:00pm Monday to Friday.

Any work, which must be carried out at other times, will require approval from Owner.

30. PARKING CONSIDERATIONS:

Parking for construction personnel shall be as designated by the Project Manager's Site Superintendent. / Head Caretaker for the Building.

31. TRAFFIC CONSIDERATIONS:

It will be necessary to make provisions for the movement of vehicular traffic at all times. The Contractor will be responsible for performing the work so that the least inconvenience is caused to traffic.

Flagging for traffic control on this contract shall be in conformance to Mohawk Council of Akwesasne Construction Safety Guidelines attached.

Workers directing traffic during working hours shall wear approved clothing – i.e.: a fluorescent and colored (blaze orange or red) vest, or hat and sleeves extending from above the elbow to the wrist. Signs shall be used to direct traffic. Refer to MCA Construction Safety Guidelines.

32. CONSTRUCTION SCHEDULE:

The 'For Tender' construction schedule has been attached to the tender by the Consultant to establish milestone delivery dates for the various building components and as such form part of the Contract Documents.

Shortly following mobilization, the Contractor is to develop a more detailed schedule which will include items such as shop drawings, samples, and delivery dates for other critical items.

The Project Manager / Consultant may require the Contractors to revise the schedule at any time to respond in order to fulfill their contractual obligations..

33. EXISTING SERVICES AND USE OF FACILITIES:

Execute work with least possible interference or disturbance to the normal use of premises.
Install a portable toilet facility on premises.

The Public washrooms will not be assigned to the construction workers.

Work is to be performed in such a manner as to be transparent to the occupants of the building, all construction materials, tools equipment, work benches shall be kept within the premises of work, throughout construction.

The work site is deemed to be under the sole control of the contractor, and shall accept full responsibility for full time security of the work site, and for materials stored within.

34. HEALTH AND SAFETY:

Comply with the terms from M.C.A. Construction Health and Safety Guidelines referred to in these specifications as well as the Ontario Safety Act.

The Contractor is to supervise and instruct employees, in safety practices as set out in the Occupational Health and Safety Act, and Regulations for Construction projects, latest amendments, including WHIMIS training.

Provide and/or enforce the use of all safety equipment, apparatus and clothing, etc. as required by the Act and regulations. Ensure that any sub-trade employed provides and/or enforces the use of all safety equipment, apparatus and clothing for all of their work forces.

Erect and maintain warning signs where the need exists. Provide and maintain suitable illumination during the hours of darkness at all danger points.

Do not close or obstruct streets, sidewalks, exits, passageways or parking areas without permission from the Volunteer Fire Department and the Department of Technical Services.

Ensure that no part of the work is loaded during construction with a load greater than that is calculated to bear safety.

35. REMOVED MATERIALS:

The Contractor shall be responsible for removed material.

36. NEW MATERIAL STORAGE: to confirm location

37. NOISE LIMITATION:

Co-operate at all times to keep noise to a minimum, for residence.

38. CLEAN – UP:

Clean – up promptly during the progress of work and remove all debris from the site.

At the completion of the work, remove from the project, all tools, equipment, surplus products, temporary enclosures or partitions, etc. Daily housekeeping and clean-up and the care and

handling of products and scaffolding required in connection with the work is a requirement of the Contract.

39. CONTRACT LIMIT:

The Contractor shall confine his operation to the limit of the site, unless specified or shown otherwise, or unless otherwise directed by the Construction Manager, or unless written approval is received from the property owners concerned.

40. PROTECTION:

Protect finished work and adjacent spaces against damage until take-over.

END OF CONSTRUCTION & SAFETY GUIDELINES AND SPECIAL PROVISIONS