



GENERAL CONDITIONS

Snye Daycare Generator Installation

RFP No: 11725-1

Closing Date: November 20th, 2025 at 4:00 p.m.



DATE: NOVEMBER 06, 2025

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

1. DEFINITIONS

- Owner (MCA): Mohawk Council of Akwesasne, or its authorized representative.
- Consultant: HSP Consultants Inc. (Engineering Consultant), or its authorized representative.
- Contractor: The successful proponent awarded this contract.
- Work: All labour, materials, equipment, and services required for the supply and installation of the generator, ATS, propane tie-ins, trenching, pad, grounding, and all associated civil/electrical scope.
- Project Location: Snye Daycare, 101 Tewesateni Road, Akwesasne, ON K6H 0G5.
- Contract Documents: This RFP, Instructions to Bidders, Addenda (if any), Drawings (E1.0, SP1), Specifications, and any subsequent Change Orders approved in writing by the Consultant and MCA.
- Subcontractor: Any party contracted by the Contractor to perform part of the Work.
- Substantial Performance: As defined by the Ontario Construction Act.

2. TENDERS

- Bids must be submitted in the prescribed format, signed by an authorized officer of the company.
- Collusion or undisclosed arrangements between bidders are grounds for disqualification.
- Each bidder is deemed to have visited the site, reviewed existing conditions, and included all costs in their proposal.
- Late bids will not be accepted.

3. SCOPE OF CONTRACT

The Contractor shall:

- Provide all supervision, labour, materials, equipment, permits, and services required for the complete and proper execution of the Work.
- Perform all work in accordance with applicable codes (Ontario Electrical Safety Code, CSA, OBC, TSSA for propane) and MCA safety guidelines.
- Deliver a fully functional standby power system, including training and O&M manuals.

4. SITE REPRESENTATIVE AND REVIEW

- Work is subject to review and approval by MCA and the Consultant.
- The Consultant may reject unsafe or deficient work.
- The Contractor shall maintain a competent supervisor on site at all times during construction.

5. APPROVALS AND PERMITS

- The Contractor is responsible for obtaining all required permits and approvals (ESA, propane, municipal if required).

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- Fees for permits shall be included in the bid price.

6. ERRORS, OMISSIONS & DISCREPANCIES

- Contractor is responsible for reviewing all drawings and specifications before bidding.
- Any discrepancies or omissions must be clarified in writing before tender close.
- Errors made by the Contractor must be corrected at their own expense.

7. OCCUPANCY AND ACCESS

- The Snye Daycare will remain operational during construction.
- The Contractor shall:
 - Coordinate all work to minimize disruption to children, staff, and visitors.
 - Always fence and secure the work area.
 - Restrict noise, dust, and vehicle movement during daycare hours (8:00 am – 5:00 pm).
 - Schedule noisy or disruptive work after daycare hours where possible.
- Access to the interior of the daycare must be arranged in advance with MCA staff.
- Access may be only limited to evening or weekend hours. Contractor is responsible for overtime hours as required.

8. CONVENIENCES AND SANITATION

- The Contractor shall provide portable toilet facilities for workers.
- Daycare washrooms are not available for construction staff.
- Contractor shall always maintain the site in a clean and orderly condition.

9. PUBLIC SAFETY

- Contractor is responsible for safety of workers, daycare occupants, and the public.
- All excavations must be barricaded and marked.
- Contractor shall comply with the Ontario Occupational Health and Safety Act, MCA Safety Guidelines, and WHMIS requirements.
- All workers must always wear appropriate PPE.

10. INSURANCE & LIABILITY

- Contractor must maintain Commercial General Liability Insurance of not less than \$2,000,000 per occurrence.
- Contractor must provide a valid WSIB Clearance Certificate prior to mobilization.
- Contractor is responsible for loss or damage to their work, equipment, and materials until final acceptance.

11. PAYMENTS

- Progress draws may be submitted monthly, based on work completed.
- Payment will be subject to a 10% statutory holdback in accordance with the Ontario Construction Act.
- Final payment will be released after:

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- Certificate of Substantial Performance issued;
 - 60-day lien period expires;
 - Submission of as-builts, O&M manuals, and training;
 - WSIB clearance and Statutory Declaration received.

12. ALTERATIONS AND EXTRAS

- Any change to the scope must be authorized in writing by MCA and the Consultant through a Change Order.
- No claims for extras will be considered without prior written approval.

13. DELAYS

- Contractor must complete the work by November 30, 2025.
- Extensions may be granted in writing only for causes beyond the Contractor's control (e.g., weather, force majeure).
- Liquidated damages may apply for unjustified delays at a rate of \$1,000 per calendar day past completion.

14. DISPUTES

- Disputes shall first be referred in writing to the Consultant.
- If unresolved, disputes may be referred to arbitration in accordance with Ontario law.
- Contractor must continue the Work while disputes are under review.

15. RESTORATION

- Contractor shall restore all disturbed grounds, landscaping, and paving to their original condition or better, to the satisfaction of MCA.

16. NON-FULFILMENT OF CONTRACT

- MCA reserves the right to terminate the contract for default, abandonment, insolvency, unsafe practices, or failure to comply with contract requirements.
- Costs incurred by MCA to complete the Work will be charged back to the Contractor.

17. WARRANTY

- Contractor shall provide a minimum 5-year workmanship warranty on installation.
- 7 years Manufacturer's warranties (generator, ATS, propane components) shall be provided in full.

END OF GENERAL CONDITIONS