

SPECIFICATIONS

***25-7940 - Peace Tree Mall
– New Façade***

Tender Submission

Prepared by

EFI Engineering.
34 South Branch Road
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EFI
ENGINEERING

INSTRUCTIONS TO TENDERERS

SECTION 1

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1. GENERAL INVITATION:

The intent of this package is to obtain an offer to perform work to complete:

The work consists of repair and adding a New Façade to the Peace Tree Mall as shown on the contract drawings.

The Contract Documents are identified as:

25-7940 - Peace Tree Mall
– New Façade
EFI Engineering

Prepared by:

EFI Engineering
Cornwall, Ontario.

Offers signed under seal, executed and dated, will be received by The Mohawk Council of Akwesasne at the Department of Infrastructure, Housing and Environment, Cornwall Island Administration Building No. 3, Cornwall Island, Ontario before 11:00 a.m. local time, on the 30 day of June, 2026.

Address Bids to:

Mohawk Council of Akwesasne
Department of Infrastructure, Housing and Environment
101 Tewasateni Road
Akwesasne, Ontario K6H 0G9
Attention: Leslie Papineau, OAA, MRAIC
Director / Department of Infrastructure

Title of Project:

25-7940 - Peace Tree Mall
– New Façade
EFI Engineering

Address of Job Site

167 Akwesasne International Rd.
Cornwall Island, ON.

Schedule:

Tender Invite	June 9 th , 2026
Mandatory Site Job Showing	June 18 th , 2026 @ 10:00 AM
Tender Closing	June 30 th , 2026 @ 2:00 PM
Tender Award	July 10 th , 2026

- Tenders must be legible, written in ink, or by typewriter, and all items must be bid, unless the tender specifically permits otherwise, with the price for every item clearly shown.
- The insertion of written or typed additions to the tender forms, by the Tenderer, will invalidate the tender.
- All bids must be submitted on the appropriate “Form of Tender” bound with this document

Directions:

Completely fill in all blank spaces in the Tender documents.

State numbers in words as well as figures where requested.

The Officer of the Bidding Firm must sign the Tender Form in longhand and affix the Corporate Seal.

Completed Tender shall be without interlineations, alterations, mathematical errors, or erasures.

Tenders which are late or which fail to comply with requirements of the Tender Documents shall be considered informal and may be rejected.

Tender Forms and enclosures, which are improperly prepared, may be declared informal.

Failure to provide security deposit and/or insurance requirements may result in the tender being declared informal.

Bids are by invitation only, from selected bidders. Bids from unsolicited bidders may be returned unopened.

Each item in the Tender Form shall be 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 tender be considered to be unbalanced, then it will be rejected.

When requested by the Owner or Consultants, satisfactory evidence of authority of any signatory on behalf of the Bidder shall be furnished. In the event that the Bidder is in partnership or joint venture, its execution of the contract shall constitute the agreement of each partner to be jointly and severally.

Upon obtaining Bid Documents, each Bidder shall designate an address or telephone/fax number to which the addenda should be directed.

Before Submitting Tender, Bidder Shall:

Carefully examine all drawings and specifications and include in the quotation sufficient sums to cover the cost of all items included in the Contract.

2. **DESCRIPTION OF WORK**

The work to be done under this contract consists of supplying all materials, all required equipment, labour and services for the construction of all facilities and appurtenances, as shown on the Contract Drawings and specified herein.

The tender covered by this document includes the following general scope of work.

YEAR 2026

25-7940 – Peace Tree Mall – New Façade – The work consists of the repair and adding of a new front façade to the Peace Tree Mall as shown on and specified on drawings 7949S101-0 & 7940S301-0.

3. **TENDER DEPOSITS OR BID BOND**

Each tender shall be accompanied by a tender deposit in the form of a certified cheque, bank draft or money order made payable to the Mohawk Council of Akwesasne, as follows:

- For First Nation contractors in the form of a certified cheque, bank draft or money order for **10% of the total tender price, to a maximum of \$20,000.**
- For all other contractors as a **Bid Bond for an amount equal to 10% of the total tender price.**

The tender deposit or Bid Bond **MUST BE ENCLOSED IN THE SAME ENVELOPE AS THE TENDER.** A tender which does not comply with these requirements shall be considered an improper tender and may be rejected.

The tenderer agrees that in submitting his tender, the required certified cheque, bank draft, money order or bid bond is a fair estimate of damages that may be incurred by the Council as a result of the tenderer failing to enter into the required Contract.

All tender deposits or bid bonds will be returned to the respective bidders within ten days after the tenders have been opened, except the deposit or bid bond of the bidder which the Council elects to retain as the successful bidder. If the bidder fails to enter into a contract

- 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.

The tender deposit of the successful bidder will be returned when he has fully complied with the conditions outlined in the tender documents.

4. PERFORMANCE AND PAYMENT BONDS

A performance bond in an amount equal to one hundred percent (100%) of the total tender price with a satisfactory Guarantee Surety Company, authorized to carry on business in the Province of Ontario will be required for the faithful performance of the Contract, including the maintenance and warranty period of one (1) year from the date of Substantial Performance.

A labour and material bond in an amount equal to one hundred percent (100%) of the total tender price with a satisfactory Guarantee Surety Company, authorized to carry on business in the Province of Ontario, will be required for the faithful payment of all labour and materials related to this Contract.

For native contractors who, because of the Indian Act, are unable to obtain a Performance Bond, an alternate arrangement may be accepted by Council upon receipt of proof of refusal to bond from two bonding companies. The acceptable alternative arrangement will be a performance deposit in the form of a certified cheque, bank draft or money order made payable to the Mohawk Council of Akwesasne for an amount equal to 10% of the total tender price, to a maximum of \$20,000. An irrevocable letter of credit from a bank or an approved financial institution in favour of Mohawk Council of Akwesasne for the amount indicated shall also be acceptable.

5. SALES TAX

This project is to be constructed on Mohawk Territory of Akwesasne therefore is exempt from Provincial and Federal Sales Taxes including the Goods and Services Tax.

6. INSURANCE

The Tenderer shall provide proof that His / Her personnel are fully covered under the Workers Compensation Act, 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 Tenderer shall procure and maintain “**All Risk and Liability Insurance**” in accordance with **Sections 20 and 21** of the General Conditions and the requirements set out below unless otherwise specifically stated in the Contract.

The tenderer whose tender has been recommended to the Owner for acceptance shall, on receipt from the Owner of the Agreement for execution, procure and maintain All Risk and Liability Insurance and shall file with the Owner, together with the Agreement executed by him, a Cover Note of such All Risk Insurance and a Certificate of Liability Insurance. The Contractor shall file with the Owner prior to the first progress payment the original policy of such All Risk Insurance or a Certificate of Insurance clearly stating that the requirements hereof. Insurance shall be obtained from a company satisfactory to the Owner.

- (a) The All Risk Insurance shall:
- (1) comply with the requirements of the "Specification for All Risk Insurance" as attached hereto, which specification shall form part of the said policy of All Risk Insurance.
 - (2) be maintained until the Date of Completion of the works has been established as set out in Certificate of Completion and M.C.A. has notified the Tenderer in writing that the Owner has arranged its own All Risk Insurance coverage of the permanent works.
- (b) The Liability Insurance shall:
- (1) have a limit of liability of not less than **\$3,000,000** 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 **\$3,000,000** inclusive for any one occurrence. A "vehicle" shall be as defined in the Highway Traffic Act of the Province of Ontario;
 - (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) be endorsed to include the Owner, the Construction Manager, the Engineer and the Geotechnical Sub-consultant as additional named insured.

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 Construction Manager before any work is commenced.

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

Submit **two** copies of the executed Tender on the forms provided, signed and corporate sealed in a closed opaque envelope, clearly identified with bidders name, project name, and Owners name on the outside.

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

Indicate the amount of Native content in your tender as a percent.

Quotations from Bidders shall not contain any recapitulation of work to be done. No oral or telephone proposals or modifications will be considered. Neither the Consultant nor Engineer nor Owner shall be responsible for oral instructions.

8. 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 tenderers.

Direct Inquiries To:

EFI Engineering
34 South Branch Road
Cornwall, ON K6K 1T4
Attention: Grant Crosby, Sr. Project Manager
Email: gcrosby@efiengineering.com
Tel: (613) 936-0148, ext. 113

9. ADDENDA

An Addendum may be issued during the Tender 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 seven days before date set** for receipt of bids. The reply will be made in the form of an addendum.

10. AWARD OF TENDER

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

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

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

Tenders once opened in the presence of the Consultant/Owner/And Witness, 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 tender 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.

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.

Upon award of tender, the successful bidder shall be required to submit upon request, **within 48 hours** from tender opening, additional breakdowns of the lump sum prices indicated in the Form of Tender. These additional breakdowns will be used for the purposes of establishing monthly payments. The Engineer reserves the right to modify any items that appear unbalanced.

The successful bidder shall commence work at the site within **seven calendar days** of receipt of the letter of intent.

Failure by the successful bidder to meet the above requirements will entitle M.C.A. to cancel the award of the contract due to the successful bidder's default. M.C.A. may then award the contract to one of the other bidders or take such action as it chooses.

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.

11. WORKPLACE SAFETY & INSURANCE BOARD

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.

12. DELETION FROM CONTRACT

The Mohawk Council of Akwesasne reserves the right to delete up to 20% of the work from the Contract should it be deemed in the interest of the Council to do so without basis for negotiation.

13. WARRANTY PERIOD

The Contractor guarantees and warrants that with ordinary wear and tear the said work shall for a period of **12 months**, unless otherwise specified, from the date of completion as set out in the Certificate of Completion, remain in such condition as will meet with the approval of the Construction Manager and the Engineer, and that he will, upon being required by M.C.A. make good, in a manner satisfactory to the Construction Manager, any imperfections therein due to materials used in the construction thereof or workmanship. The decision of M.C.A. as to the nature, extent and cause of such imperfections and the necessity for remedying the same shall be final.

Should the Contractor fail to comply with the directions of M.C.A., the latter may perform the necessary work after giving the Contractor **twenty-four (24) hours written notice**. In the event of an emergency, of which M.C.A. shall be the sole judge, M.C.A. may forthwith without notice perform the necessary work and the cost of such work in either event may be deducted or collected by M.C.A.

If M.C.A. notifies the Contractor in writing of any imperfections prior to the termination of the guaranteed maintenance period, the Contractor shall make good the imperfections as specified above, notwithstanding that the work of making good may commence after or extend beyond the end of the **12 month** period.

14. FEES FOR CHANGES IN THE WORK

The Sub-contractor performing changes in the work is entitled to 10% to cover both overhead and profit.

Duplication of overhead and profit will not be permitted between subtrades, as occurs, for example, when a plumbing subtrade is in turn a subtrade of the ventilation subtrade, or vice versa. Fees for changes to the work will be paid on actual cost, plus percentages stated above.

15. 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.

16. BRIDGE CROSSING TOLL CHARGE / PASSPORTS

Payment of toll charges or similar fees shall be the responsibility of the Contractor/Sub-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.

17. EXISTING UTILITIES

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.

18. 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 within 50 working days after the date of order to commence work. See Item #23 for Schedule.

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 Construction Manager 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 Construction Manager at least fifteen (15) days prior to the date of completion fixed by the Contract. The Construction Manager will recommend to the Council acceptance or rejection of the request. The date of expiry of all bonds or other surety furnished to the Council by the Contractor, shall be extended at the expense of the Contractor, to at least two (2) months beyond the extended date of completion, and the Contractor shall furnish the Council with evidence of such extension of the bond or other surety.

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 Construction Manager or any person to take any action consequent upon the act, default, neglect, delay, breach, non-observance or non-performance 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 Contractor will pay to the Council the sum of **One Thousand Dollars (\$1,000.00)** for each and every **working day** beyond the completion date specified above 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 Subcontractors 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 Construction Manager and the Engineer.

19. **RECORDS**

As work progresses, maintain accurate records to show deviations from contract drawings. Supply one set to the Department of Infrastructure and Housing.

20. REVIEW OF SHOP DRAWINGS

The Contractor (or sub-contractor or equipment supplier acting on behalf of the Contractor) shall submit to the Construction Manager in accordance with procedure to be stipulated by the Construction Manager, all shop, working or setting drawings required in order to make clear the work proposed. The Construction Manager will make the submission of the drawings to the Engineer on behalf of the Contractor. The Contractor shall make all changes in such drawings that the Construction Manager or the Engineer may require and resubmit such drawings to the Construction Manager for additional review. Any drawings submitted by the Contractor (or sub-contractor or equipment supplier acting on behalf of the Contractor) directly to the Engineer, will not be reviewed and will be returned as unacceptable. Any shop drawing not reviewed and stamped by the contractor shall be returned as unacceptable.

When submitting such drawings, the Contractor shall notify the Construction Manager in writing of all respects in which such drawings differ from the requirements of the Contract or from previously notified requirements of the Construction Manager. The Construction Manager's 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 Construction Manager has specifically approved such differences in writing.

The Construction Manager's and the Engineer's review of such drawings shall not relieve the Contractor from responsibility for the correctness of the drawings or the adequacy of the details shown on the drawings.

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

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

Do not commence manufacture 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 Engineer's review of submittal.

21. OPERATION AND MAINTENANCE MANUALS

Assemble, coordinate, bind and index required data into Operations and Maintenance manuals.

Submit in binder, with identified subsections the following data:

- Maintenance Instruction for finished surfaces and materials
- Copy of hardware and paint finishes
- Written warranties of all materials used
- Written labour warrantee

Supplier's names, addresses, and telephone numbers and components supplied by them must be included. All components must contain a description and be identified by manufacturer's part or supply number.

Include one complete set of final shop drawings indicating corrections and changes made during fabrication and installation.

Submit complete Operation and Maintenance manuals to Engineer **two (2) weeks prior** to application for Interim Certificate of Completion of project.

Submit copies in typed English and organize data into some numerical order as contract specifications.

Submit copies in typed English and organize data into some numerical order as contract specifications. Drawings, diagrams and manufacturer's literature must be legible.

Material: Label each section with tabs protected with celluloid covers fastened to hard paper dividing sheets.

Binders: Vinyl, hard covered, 3 "D" ring, loose leaf, sized for 215mm x 280mm paper, with spine pockets. Identify contents of each binder on spine.

22. 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 Construction Manager and the Engineer), the Construction Manager shall issue a Certificate of Completion to the Contractor.
2. If the Construction Manager and the Engineer are satisfied that the work is sufficiently complete to be acceptable for use by the Owner, the Construction Manager 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 Construction Manager 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 Construction Manager shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor, and shall inform the Contractor of those measurements.
6. The Contractor shall assist and co-operate with the Construction Manager in the performance of their duties (referred to in paragraph 5) and shall be entitled to inspect any record made by the Construction Manager pursuant to 5.
7. After the Construction Manager 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.

23. SCHEDULE

The Contractor shall complete the work before Oct 2nd, 2026.

FORM OF TENDER

SECTION 2

Tender by:

residing at (or place of business)

and

residing at (or place of business)

comprising the firm of

a company duly incorporated under the laws of

and having its head office at

hereinafter called "the tenderer".

NOTE:

The Tenderer's name and residence must be inserted above, and in the case of an incorporated firm, the name and residence of each and every member of the firm must be inserted.

TENDER FOR CONTRACT - PEACE TREE MALL - NEW FACADE

TO: Leslie Papineau, OAA, MRAIC, Director.
Mohawk Council of Akwesasne
Department of Infrastructure, Housing, and Environment

101 Tewesateni Road, Akwesasne, ON K6H 0G5
p:613-575-2250 ext. 1023

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 Specifications, if any; Specifications, if any, 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

..... dollars

(\$.....) or such other sum as may be ascertained in accordance with the Contract.

The Tenderer agrees to have the works completed by the time, known as the “Time of Completion”.

THE AFORESAID SUM IS MADE UP AS FOLLOWS:

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 along with Unit Prices for additional items. The Engineer 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 Tenderer will insert here the numbers of the Addenda received by him during the tendering period and taken into account by him in preparing his Tender.

**PEACE TREE MALL
 NEW FACADE**

SCHEDULE OF ITEMS AND PRICES

DESCRIPTION	UNIT	QTY	LABOUR HRS	LABOUR COST	EQUIP COST	TOTAL PRICE
PART A – MOBILIZATION & SITE PREPERATION						
Mobilization & Demobilization	LS	1				
Scaffold/Boom Lift Hydraulic Sheild	LS	1				
Site Safety Setup & Signage	LS	1				
Roll-Off Dumpsters (20 yd)	EA	4				
Permits	EA	1				
SUB-TOTAL PART A						

DESCRIPTION	UNIT	QTY	LABOUR HRS	LABOUR COST	EQUIP COST	TOTAL PRICE
PART B – DEMOLITION & REMOVAL						
Remove Existing Downspouts	LS	1				
Remove Old Flashing Caps	LF	533				
Remove Old Standing Seam Roofing	SF	2820				
Remove Brick - Pediment Walls (Tower)	SF	1912				
Remove Brick for Existing Columns	EA	12				
Remove Damaged Bulkhead/Fascia Enclosure	LF	246				
Debris Removal & Disposal	LS	1				
SUB-TOTAL PART B						

DESCRIPTION	UNIT	QTY	LABOUR HRS	LABOUR COST	EQUIP COST	TOTAL PRICE
PART C – STRUCTURAL REPAIRS & FRAMING						
Water Damage Assessment & Repair Wood Framing at Roof	LS	1				
Plywood Roof Decking	SF	160				
Roof Structure Reinforcement as needed	LS	1				
Bulkhead Framing - 2x4 Treated @ 16" O.C.	LF	1600				
1/2" Ext. Grade Sheathing - Bulkheads	SF	1970				
1x3" Strapping for Cladding - Pediment Walls	LF	885				
SUB-TOTAL PART C						

DESCRIPTION	UNIT	QTY	LABOUR HRS	LABOUR COST	EQUIP COST	TOTAL PRICE
PART D – WEATHER BARRIERS & WATERPROOFING						
Weather Barrier (Tyvek) - Bulkheads	SF	1970				
Weather Barrier (Tyvek) - Pediment Walls (Tower)	SF	1350				
Ice & Water Shield Underlayment	SF	2820				
J trim	LF	234				
SUB-TOTAL PART D						

DESCRIPTION	UNIT	QTY	LABOUR HRS	LABOUR COST	EQUIP COST	TOTAL PRICE
PART E – ROOFING & METAL WORK INSTALLATION						
Vicwest Tradition 100 Metal Roofing	SF	2820				
Trim & Accessories for Metal Roof	LS	1				
Pre-Painted Steel Caps - 24ga Galv Kynar	LF	570				
6" Aluminum K-Style Gutter (.032")	LF	180				
3x4" Aluminum Downspouts	EA	16				
Gutter Guards/Screens	LF	180				
SUB-TOTAL PART E						

DESCRIPTION	UNIT	QTY	LABOUR HRS	LABOUR COST	EQUIP COST	TOTAL PRICE
PART F – CLADDING & SOFFIT INSTALLATION						
Moderno Metallic Cladding - Light Moon Grey (Tower)	SF	1915				
Cladding Trim & Accessories	LF	198				
1x4" Cedar T&G Soffit/Fascia	LF	1944				
Cedar Stain/Sealer	SF	1370				
SUB-TOTAL PART F						

DESCRIPTION	UNIT	QTY	LABOUR HRS	LABOUR COST	EQUIP COST	TOTAL PRICE
PART G – MASONRY REPAIRS & RESTORATION						
Brick Replacement for Columns	EA	12				
Brick Common Mortar Preparation on Site	LS	1				
Minor Repairs	LS	1				
Masonry Sealer/Waterproofing	SF	1157				
SUB-TOTAL PART G						

- Note: The Tenderer agrees that he is not entitled to payment of any Provisional Items except for additional work carried out by him.
- (P) – Provisional Item

**PEACE TREE MALL
NEW FACADE**

ITEM	DESCRIPTION	TOTAL AMOUNT
	Mobilization & Demobilization	\$ _____
	Demolition & Removal	\$ _____
	Structural Repairs & Framing	\$ _____
	Weather Barriers & Waterproofing	\$ _____
	Roofing & Metal Work Installation	\$ _____
	Cladding & Soft Installation	\$ _____
	Masonry Repairs & Restoration	\$ _____

TOTAL TENDERED PRICE – CONTRACT

ESTIMATED VALUE OF NATIVE LABOUR	\$ _____
ESTIMATED VALUE OF NON-NATIVE LABOUR	\$ _____
ESTIMATED VALUE OF MATERIALS FROM NATIVE SOURCES	\$ _____
ESTIMATED VALUE OF MATERIALS FROM NON-NATIVE SOURCES	\$ _____
ESTIMATED VALUE OF EQUIPMENT FROM NATIVE SOURCES	\$ _____
ESTIMATED VALUE OF EQUIPMENT FROM NON-NATIVE SOURCES	\$ _____

This tender summary is to be submitted within 48 hours of a request from MCA or a delegate of MCA.

STATUTORY DECLARATION:

CANADA
PROVINCE OF QUEBEC / ONTARIO
COUNTY OF _____

(IN THE MATTER of a Proposed Contract for the
(Peace Tree Mall – New facade
(Project – 25-7940

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.....)
.....)
of)
In the County of)
This day of 2026)

.....
Tenderer

The General Conditions for this project requires 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 Mohawk Council of Akwesasne.

STANDARD TENDER REQUIREMENTS

Period of Validity of Tender

Extra lump sum to extend the period of validity of tender from 60 days to 120 days from the date of submission = \$..... (Refer to Instructions to Tenderers - Liquidated Damages).

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

M.C.A. 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 M.C.A., the Tenderer agrees:

1. 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 Engineer in accordance with the Contract;
2. To carry out of any work referred to in Paragraph (1) above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Council or of the Engineer under the Contract;
3. To pay M.C.A. the sum specified in the Contract (as liquidated damages) for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Engineer remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Engineer. See Instructions to Tenderers, Item No. 18.

The prices applicable to work referred to in Paragraph (1) above shall be determined as follows:

- a) The Schedule of Items and Prices shall apply where applicable;
- b) If the above Schedule is inapplicable the prices shall be determined in accordance with Section 26 of the General Conditions.

The Tenderer agrees that, if so requested in writing by M.C.A., he will enter into a contract with M.C.A. based upon his tender but jointly in the names of the Tenderer and the Tenderer's parent company, if any. The Tenderer further agrees that any request by M.C.A. as indicated above is not and shall not be deemed to be a counteroffer by M.C.A.

STANDARD TENDER REQUIREMENTS (Cont'd)

The Tenderer further declares:

This tender is subject to a formally prepared and executed contract.

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 in all respects fair and without collusion or fraud.

No member of the Mohawk Council and no officer or employee of the Council or of the Engineer is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise, or in the performance of the Contract or in the supplies, work or business to which it relates.

On request, the Tenderer agrees that he will furnish to M.C.A. a copy of his latest financial statement within four (4) days after being requested to do so by M.C.A.

EVALUATION OF TENDERERS

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.

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

#	Criterion	Description	Weighting
1.	Total Bid Price	The total bid price as declared in the Form of Tender.	50%
2.	Native Content	The value of local Native labour, equipment, operators, and construction materials as declared in the Form of Tender.	25%
3.	Joint Venture	The bidder has formed a joint venture partnership with a local Native contractor for the purpose of undertaking the project.	15%
4.	Previous Experience	The bidder has several years of experience in work of a similar scope and complexity. Provide completed schedule of completed experience provided below.	10%

SCHEDULE OF PREVIOUS EXPERIENCE

Project#1	
Project Description <i>Provide a brief description (1 paragraph) of the project including the location, scope, and the responsibilities of the contractor.</i>	
Approximate Construction Value	
Completion Date <i>(To be within the past 5 years)</i>	
Relevance to Current Project	
Client Reference <i>(Name and Contact Information)</i>	

Project#2	
Project Description <i>Provide a brief description (1 paragraph) of the project including the location, scope, and the responsibilities of the contractor.</i>	
Approximate Construction Value	
Completion Date <i>(To be within the past 5 years)</i>	
Relevance to Current Project	
Client Reference <i>(Name and Contact Information)</i>	

Project#3	
Project Description <i>Provide a brief description (1 paragraph) of the project including the location, scope, and the responsibilities of the contractor.</i>	
Approximate Construction Value	
Completion Date <i>(To be within the past 5 years)</i>	
Relevance to Current Project	
Client Reference <i>(Name and Contact Information)</i>	

QUALIFICATIONS OF SUB-CONTRACTORS

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

The Tenderer shall make an entry against each possible sub-trade listed whether by naming the proposed sub-trades or by entering "by own forces", whichever applies. No blank spaces shall be left.

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

SUB-CONTRACTOR

Carpenters

Roofers

The contractor shall not, without written consent of the Owner, change a subcontractor who has been proposed above.

**CONSTRUCTION SUPERVISOR
EXPERIENCE REQUIREMENT**

Site Supervisor Experience Requirement

The tenderer will designate a proposed construction supervisor who will coordinate contractor activity full time on site for the duration of the project.

Substitution will not be allowed without the prior written approval of the MCA Department of Infrastructure and Housing Director.

The designated construction supervisor must have a minimum of ten (10) years experience in projects of a similar size and scope.

The tenderer will attach as part of their tender, a curricula vitae for the proposed construction supervisor outlining his or her experience in municipal infrastructure projects of a similar size and scope.

It is to be noted that the experience of the designated construction supervisor forms part of the contract documents and will form part of the basis of evaluation and recommendation for award of contract.

Should the tenderer not be able to provide a designated construction supervisor with acceptable experience the MCA will have the option of disqualifying the tender.

The tenderer hereby appoints _____ as designated construction supervisor (curricula vitae attached hereto).

Contractor

Date

STANDARD TENDER REQUIREMENTS
(AGREEMENT TO BOND)

The "Agreement to Bond" of the, a company lawfully doing business in the Provinces of Ontario or 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 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, 2026.

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.

AGREEMENT TO BOND

**
**
**
**
Date, 2026

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

Dear Sirs:

Re: Contract 25-7940 – Peace Tree Mall – New Facade

In Consideration of the Mohawk Council of Akwesasne (hereinafter referred to as "the Owner") accepting the tender of and executing an Agreement with: (hereinafter referred to as "the Tenderer") for the construction of: **25-7940 - Peace Tree Mall – New Façade** subject to the express conditions that the Owner receive the Performance Bond and the Labour and Materials Payment Bond in accordance with the said tender, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a Performance Bond and a Labour and Material Payment Bond each in an amount equal to 100% of the contract price or other such great amount as may be determined by the Owner, in the forms of Performance Bond and Labour and Material Payment Bond and in accordance with the said tender, and we agree to furnish the Owner with said tender, and we agree to furnish the Owner with the said Bonds within seven (7) days after notification of the acceptance of the said Agreement by the Owner has been mailed to us.

Yours very truly,

(Corporate Seal)

.....

NOTE: This Agreement to Bond must be executed on behalf of the Surety Company by its authorization officers under the Company's corporate seal. Of the two forms bound herein, one shall become a part of the tender and the other shall be retained by the Surety Company.

** Enter the name and address of the Surety company at the top of the page

GENERAL CONDITIONS

SECTION 3

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1.0 DEFINITIONS

Wherever used in these General Conditions, Special Conditions, Plans, Form of Tender, Instructions for Tenderers, Specifications, Statutory Declarations or other documents forming part of this Contract:

"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 Consulting Engineer.

"Owner" means the Mohawk Council of Akwesasne.

"Contract" includes the Agreement to do the work entered into with the Owner, the Specifications, the General Conditions, Special Conditions, Information for Tenderers, the Plans, the Tender and all other documents referred to in or bound with the said Agreement and identified as being part of the contract documents.

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

"Construction Manager / Contract Administrator" means the firm or individual designated by the Owner to tender and manage all contracts for this project.

"Consulting Engineer" means the Consulting Engineer named in the Form of Quotation, or such other person, Firm or Corporation designated by the Owner.

"Site Representative" means a site representative for the Owner acting under the direction of the Consulting Engineer.

"Owner" has its natural meaning except when it refers to the Owner of the project.

"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.

"Plans" means all plans, profiles, drawings, sketches, or copies thereof exhibited, used or prepared for or in connection with the work embraced under the Contract.

"plant" (unless the context requires a different meaning) means every temporary or accessory means necessary or required to carry on or complete the work and extra work, in the time and manner herein provided.

"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.

"Solicitor" means the person for the time being acting as Solicitor for the Owner.

"Subcontractor" includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the contract with the Owner, or a person, firm or corporation furnishing material called for in the contract with the Owner and worked to a special design according to the plans or specifications, but does not include one who merely furnishes material not so worked.

"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.

“Working Day” means any Day

- (a) except Saturdays, Sundays and statutory holidays;
- (b) except a Day as determined by the Contract Administrator, on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, from proceeding with a Controlling Operation. For the purposes of this definition, this will be a Day during which the Contractor cannot proceed with at least 60% of the normal labour and equipment force effectively engaged on the Controlling Operation for at least 5 hours;
- (c) except a Day on which the Contractor is prevented from proceeding with the Controlling Operation, as determined by the Contract Administrator by reason of:
 - (1) any breach of Contract or prevention by the Owner, by any other Contractor of the Owner or by any employee of any one of them,
 - (2) non-delivery of Owner supplied materials;
 - (3) any cause beyond the reasonable control of the Contractor which can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

2.0 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.

3.0 SCOPE OF 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 therefore 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.

4.0 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 Construction Manager and the Consulting Engineer.

All material, plant, machinery, tools and equipment acquired, possessed or provided by the Contractor for incorporation into the works shall be the property of the Owner, whether or not such material, plant, machinery, tools and equipment are brought to or upon the works or upon lands of the Akwesasne Territory and the Contractor is prohibited from removing or disposing of the same, or any part thereof, without the consent or instructions of the Consulting Engineer in writing.

No materials, plant, machinery or equipment reasonably required for the performance of the Contract and not for incorporation into the works, brought to or upon the works or upon lands of the Akwesasne Territory, shall be removed or disposed of during the progress of the works without the written consent or instruction of the Construction Manager or his authorized representative. In case of a difference of opinion between the Contractor and the Construction 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 Consulting Engineer.

5.0 SAMPLES

Before any material of any kind is used on the work, the Contractor shall submit samples thereof for the approval of both the Construction Manager and the Consulting Engineer and must obtain such approval. No material shall be used on the work which is in any inferior to the approved samples. 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 Construction Manager or the Consulting Engineer, 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 Consulting Engineer with respect to the approval or rejection of samples shall be final.

6.0 CONDEMNED AND SURPLUS MATERIALS

Should any plant, appliances or materials which the Construction Manager or the Consulting Engineer 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 Construction Manager, and in case of failure or neglect on the part of the Contractor to remove the same, the Construction Manager 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 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 Construction Manager, and if so disposed of the Construction Manager may ascertain as nearly as he conveniently can the quantities and value, and deduct the same from the Contractor's next progress payment certificate.

Surplus materials are to be offered to adjacent property owners. If the property owner wants the fill, then Contractor is to place and level fill to a height of not more than 2m.

7.0 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 Consulting Engineer 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 Consulting Engineer may require.

8.0 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.

9.0 ERRORS AND OMISSIONS BY CONTRACTOR

Errors, mistakes, omissions or unauthorized 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.

10.0 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.

11.0 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.

12.0 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 Consulting Engineer, who shall have the right at all reasonable times to visit, enter and carry out site reviews 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 Consulting Engineer, 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 Construction Manager as herein provided.

13.0 SITE REPRESENTATIVE AND SITE REVIEW

All work to be done under the Contract shall be done to the satisfaction of the Construction Manager and the Consulting Engineer or of an agent or Site Representative authorized by the Construction Manager to act for him. The Site Representative is required by the Consulting Engineer 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.

14.0 OCCUPANCY OF THE WORKS

The use or occupancy of the works or any part thereof by the Owner shall not be taken in any manner as an acceptance by the Owner of any work of material not in accordance with the Contract or to relieve the Contractor or his surety from liability, whether heretofore or hereafter incurred or arising, in respect of the observance or performance of any covenant or condition in the Contract not then performed, whether such covenant or condition be by way of indemnity to the Owner or otherwise, save to the extent that loss or damage is caused during such use or occupancy by the Owner or by employees of the Owner for whom the Owner is responsible. In particular, without limiting the generality of the foregoing, the use or occupancy of the work or any part thereof by the Owner shall not release the Contractor from liability to pay to the Owner, or waive or impair the right of the Owner to deduct and retain, liquidated damages and resident engineers' and inspectors' fees, in accordance with the Contract.

15.0 ABSENCE OF CONSTRUCTION MANAGER AND CONSULTING ENGINEER 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.

16.0 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.

17.0 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.

18.0 PUBLIC CONVENIENCE AND SAFETY

If at any time the Construction Manager or his authorized 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.

19.0 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.

20.0 INSURANCE

- (a) The Contractor shall insure and shall maintain insurance for, in the joint names of the Contractor, the Construction Manager, the Consulting Engineer and of the Owner, and in an insurance company satisfactory to the Owner, the work and all the material, plant, fuel, machinery, tools and equipment are brought to or upon the work or upon lands of the Owner, in an amount not less than 100% of the total value of such work and material, plant, fuel, machinery, tools and equipment and such additional amount, not exceeding the contract price, as may be directed by the Owner, against all risk, so that any loss under such insurance shall be payable to the Owner and the Contractor as their respective interests may appear. The Contractor shall deposit with the Owner a cover note of such insurance in the form attached hereto and the original policy of such insurance in the form attached hereto and the original policy of such insurance or a Certificate of Insurance, clearly stating that the policy of insurance provided as aforesaid complies with these provisions. The Contractor shall pay all insurance premiums as they become due; provided that the Owner may pay the premiums and deduct the amount thereof from monies due the Contractor. Any loss or damage which may occur shall not affect the rights and obligations of the Contractor or of the Owner under this Contract except that in such event the Construction Manager may in writing extend the time for completion for such period as he thinks reasonable. If the Construction Manager does not extend the time for completion, then the work must be completed within the time fixed in the Contract. Monies paid to the Contractor under such insurance shall be used for the purpose of replacing, rebuilding, repairing and completing the work, and all such material, plant, fuel, machinery, tools and equipment which have been damaged or destroyed. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the Contract.
- (b) The Contractor shall maintain and pay for such insurance and shall pay such assessments as will protect him from claims under the Worker's Compensation Act and from any other claims for damages arising from bodily injury, including death, and from claims for property damage which may arise from his operations under this Contract. The Contractor shall deposit with the Owner a Certificate of such insurance, in the form attached hereto, clearly stating that the policy of insurance so provided complies with these provisions.

- (c) The insurance required under paragraphs (a) and (b) shall be maintained in full force until the Construction Manager has issued a Certificate of Completion or until the Owner has otherwise approved in writing save that if the Contractor continues to work at the site after the date of completion as established by the Certificate of Completion or returns to the site to work after such date, he shall maintain or renew for the duration of such work the Insurance required by the Contract.

21.0 CONTRACTOR'S LIABILITY

The Contractor shall assume the defence of and indemnify and save harmless the Owner and its officers and agents from all claims relating to labour and materials furnished for the work, and to inventions, copyrights, trademarks, royalties or patents, and rights thereto, relating to or used in doing the work, or the subsequent use and operation of the work or any part thereof upon completion. In carrying out the works from their inception, and until the final acceptance of the same, the Contractor must be careful to cause as little injury or damage as possible to any adjacent property, public or private, or to any sidewalks, roadways, curbs, gutters, drains, hydrants, manholes, frames, covers or street gullies, boulevards, grass plots, sodding, trees, shrubs, or structures, works or things on or near the line or in the vicinity of the works or elsewhere, and, except as in this Contract is otherwise provided, if injury or damage is done, he must make good the same, at his own expense, in the manner directed by, and to the satisfaction of, the Construction Manager. The Contractor shall be responsible for any and all damages, or claims for damages for injury or accidents done or caused by him or his employees or agents, or resulting from the prosecution of the works, or any of his operations, or caused by reason of the existence or location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any act of commission or omission on his part, or on the part of any of his agents or employees, in connection with the Contract, and covenants and agrees to hold the Owner harmless and indemnified from all such damages and claims for damage; and in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Contract, the Construction Manager may, either with or without notice (except where in this Contract, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant, trucks and men, and do such work or things as he may deem advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Owner under the provisions of Section 48 hereof, entitled "Monies Due Owner", and any such action by the Construction Manager as he is herein empowered to take, shall not in any way relieve the Contractor or his surety from any liability under the Contract.

22.0 NIGHT, SUNDAY AND HOLIDAY WORK

The Construction Manager may order the work to proceed on a two or three eight-hour shift basis if he deems this necessary to speed up the work, or he may order any work to be carried out in whole or in part at night, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Construction Manager.

Whenever, in the judgment of the Consulting Engineer, it may be necessary or expedient to do work at night or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the work.

23.0 NOTICE TO CONTRACTOR

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents, or if posted or sent to the address given in the Agreement, or to his domicile or usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address, and any papers so left, sent or addressed shall be considered to be, and to have been legally served upon the Contractor.

24.0 RELEASE OF HOLDBACK TO SUBCONTRACTORS

Notwithstanding that the Contract as a whole has not yet been substantially performed, the Construction 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
 - (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) \$1,000.00and gives reasons why the uncompleted work is still outstanding.
- (b) the Construction Manager is satisfied:
 - (1) that the said Subcontract has been completed satisfactorily, or
 - (2) that the said Subcontract has been completed satisfactorily 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 Construction Manager:
 - (1) a release by the Contractor in a form satisfactory to the Construction Manager releasing the Owner from all further claims (excepting holdback monies) relating to the said Subcontract.
 - (2) evidence satisfactory to the Construction Manager 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 Construction Manager, Consulting Engineers and accepted as satisfactory by the Owner.
- (d) The Consulting Engineer has completed a review of the facilities and is satisfied.
- (e) the Construction Manager retains sufficient money to cover the cost of completing any work which remains uncompleted under the said Subcontract.

The Construction Manager 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 Construction Manager 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 45 days has elapsed from the date of approval of the certificate certifying the said Subcontract to be completed.

25.0 MEASUREMENTS

- (a) Approximate monthly accounts of the works completed under the Contract shall be made by the Construction Manager at the end of each calendar month except where the work has been delayed or suspended. An authorized representative of the Contractor shall assist the Construction Manager in taking such measurements and shall furnish all particulars required by the Construction Manager. The Construction Manager shall notify the Contractor when such a measurement will be made.
- (b) The said monthly accounts shall not bind the Construction 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 Construction Manager. Thereafter the Completion Payment Certificate shall be issued and payment shall be made in accordance with Section 28 hereof.

26.0 VALUATION OF VARIATIONS

- (a) The Construction 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 Consulting Engineer, 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 Construction 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.

27.0 BOOKS AND RECORDS OF THE CONTRACTOR

- (a) The Contractor shall keep proper books and records showing names, trades, and addresses of all workers in his employ and wages paid to, and the time worked by, such workers; also records, books, and invoices showing all costs, expenditures, payments, settlements, receipts, and balances in connection with the construction of the works.
- (b) All records of the Contractor relevant to the valuation of the works including payrolls, time books of account, invoices, and statements, shall be maintained on the site or at some other place approved by the Construction Manager and shall be open at all reasonable times for review by the Construction Manager. The Contractor shall in every way assist such review for the purpose of establishing and determining labour costs, the cost of extra work, and progress payments to be made.

28.0 PAYMENT

- (a) The Contractor shall submit to the Construction Manager at the end of each calendar month a fully itemized 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 itemized 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 Construction Manager 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 Construction Manager's 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 Construction Manager 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 Construction Manager of the Certificate of Substantial Performance in accordance with Section 44 of the General Conditions, the Construction Manager shall:

- (1) Notify the Contractor of the value of the maintenance security required by Section 43.
- (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 45 days 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 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 Construction Manager of the Certificate of Completion in accordance with Section 44 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 44 hereof, such further 10% holdback shall become payable after 45 days from the date of completion of the works as established by the Certificate of Completion.

29.0 PAYMENT OF INTEREST

Delay by the Owner in making payment to the Contractor shall be deemed not to be a breach of contract by the Owner.

In the event that, following substantial performance of the Contract or completion of the Contract as established by the relevant certificate issued by the Construction Manager, payment by the Owner to the Contractor in respect of work done or release of holdback is delayed by the Owner, the Contractor shall be entitled to payment of interest from a date or dates derived from the following:

(a) Payment for Work Done:

A date 45 days after the date when the Contractor satisfactorily complete submission of the documentation required by the Contract and complied with the other requirements of the Contract.

(b) Release of Statutory Holdback:

A date 30 days after the date established by Section 44 of the General Conditions, (whichever applies), as the earliest date for release of holdback.

The applicable rate of interest shall be that established from time-to-time by INAC.

30.0 SUSPENSION OF WORK

The Construction Manager or Consulting Engineer may, 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 in the opinion of the Construction Manager or the Consulting Engineer, it is deemed advisable for any reason to discontinue the work, or any part thereof, for the winter, the Contractor must, on notice of the required discontinuation, forthwith place the work in proper and satisfactory condition for the accommodation and safety of the public and for the effectual protection of the work against damage from rain, snow, frost, ice, or other causes, and must so maintain the work.

31.0 SUBLETTING

The Contractor shall keep the work under his personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Construction Manager. The consent of the Construction Manager to any such assignment, transfer, or subletting, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution, and completion of the work according to the terms of the Contract. If the Construction Manager consents to any such assignment, transfer or subletting the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions, or legal service, as if he were performing the work with his own plant and his own workers.

32.0 SETTING OUT

The Construction Manager will provide the Contractor in writing with bench marks and points of reference to be used by him in setting out the works. The Owner will be responsible only for the correctness of the information so supplied. From these bench marks and points of reference the Contractor will do his own setting out.

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connection therewith.

33.0 ASSISTANCE

The Contractor is to furnish the Consulting Engineer, the Contract Manager, or any of their assistants, with any reasonable help which he or they may require at any time in checking the work. He shall also furnish the said parties, or any of the Site Representatives, at all times, with convenient means of access to all parts of the works, and also with all required assistance to facilitate thorough examination of the same, and inspection, culling and removal of doubtful or defective material, and for any other purpose required in connection with the said works or in the discharge of their respective duties, for which services no additional allowance will be made.

34.0 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.

35.0 DISPUTES

(a) Contractor's Claims

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 Construction Manager not 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 Construction Manager may require any additional information.

The claim shall be settled by the Construction Manager 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.

Except in those circumstances where it is provided in the Contract that the decision of the Construction Manager shall be final, any dispute or difference persisting after the delivery of the Construction Manager's decision shall, within thirty days, be referred to arbitration in accordance with the Arbitration Act of Ontario and as herein provided. Compliance by the Contractor with the provisions of Section 39 hereof and with time limits stipulated herein shall be a condition precedent to such arbitration.

The arbitration shall be by a board of three members except as provided for in the following paragraph hereof. Either party shall notify the other party in writing of its desire to submit the dispute or difference to arbitration and the notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall within fourteen (14) days inform the other party of the name of its appointee to the arbitration board. The two members, so selected, shall within fourteen (14) days of the appointment of the second of them appoint a third person who shall be a lawyer and who shall be the chairman of the arbitration board, unless the parties to the dispute agree that the said chairman need not be a lawyer.

Alternatively, the arbitration board may consist of a sole arbitrator provided that:

- (a) the Owner and the Contractor so agree, and
- (b) the Owner and the Contractor agree upon the person to be appointed as sole arbitrator.

Either party may appeal from the arbitration award.

Reference to arbitration by the Contractor as herein provided shall be a condition precedent to any legal action by him with respect to any dispute or difference of any kind whatsoever which the Contractor may have with the Owner arising out of the Contract or work.

- (b) Owner's Claims

Any claim which the Owner may have against the Contractor based on any dispute or difference of any kind whatsoever arising out of the Contract or work may, at the option of the Owner, and after notification in writing to the Contractor, be settled in accordance with the procedure set out in sub-section (a) hereof and the provisions thereof shall apply 'mutatis mutandis'.

36.0 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.

37.0 DRAINAGE

The Contractor shall keep all portions of his work properly and efficiently drained during construction and until completion, and 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 dewater 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.

38.0 BARRIERS, LIGHTS AND DETOURS

The Contractor must, at his own expense, and without further or other order, provide, erect and maintain all requisite barriers, fences or other proper protection; and must provide, keep and maintain watchmen and lights with red globes, as may be necessary or as may be ordered by the Construction Manager, in order to ensure safety to the public as well as to those engaged about the premises or works. Should the Contractor neglect to carry out the above requirement, the Construction Manager is hereby authorized to place such watchmen, lights, barriers, etc., as are required, and to charge the cost to the Contractor, without relieving the Contractor

of any claims for damages or accident. The Contractor must (where it is practicable in the opinion of the Construction Manager) keep the roadway open for travel for the use of the public, for such width as the Construction Manager may direct. Where, in the opinion of the Construction Manager, it is not practicable to keep a roadway open for the full flow of traffic, he may permit the Contractor to close or partially close such roadway and to provide for a detour of the traffic or a part thereof. In each such case and before putting into effect the closure or detour, the Contractor shall present his proposal for closure or detour to the municipal or other authority or authorities having jurisdiction over any of the roadways which will be affected by the proposed closure or detour and shall obtain the written authorization to such proposal of the said authority or authorities. The Contractor must provide a sufficient number of "NO THOROUGHFARE", "DETOUR" or other proper notices, which he must cause to be placed and maintained in good order in conspicuous places wherever any roadway, sidewalk, or thoroughfare is torn up or dangerous, and so long as it remains unsafe or unfinished.

When any work is carried on at night, the Contractor must supply, at his own expense, a sufficient number of electric or other approved and efficient lights, to enable the work to be done in an efficient and satisfactory manner, and the Construction Manager shall have the power to order additional lights to be put on at the Contractor's expense if in the opinion of the Construction Manager, they are or may be required.

39.0 ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS

The Consulting Engineer and the Construction Manager shall have the right to make or order any alterations and changes as they may deem advisable at any time before or during the execution of the works, including any line, grade, plan or detail thereof. The Consulting Engineer and the Construction 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 Construction Manager 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 Construction Manager requires. The Contractor is not entitled to any extension of time for completion or any additional payment on account thereof, except only 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 Construction Manager stating:

- (a) The work is an extra and will be paid for as such, clearly define the nature of such 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 commencing to deliver any such material, notify the Construction Manager in writing of his intention to commence work thereon or delivery thereof, so that a proper account or record of the same may be kept by the Construction Manager. If the Contractor proposes to claim additional payment for work or materials which the Consulting Engineer considers to be a part of the Contract and not an extra, the Contractor shall so notify the Construction Manager in writing before commencing such work or delivering such materials.

In case of the Contractor's neglect or failure to observe fully and faithfully the above conditions in this section contained, he shall forfeit all right to payment therefor which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the Consulting Engineer may reject the same as invalid.

40.0 OTHER'S RIGHTS

The Contractor must afford all necessary and reasonable facilities to the Owner, any of its employees or workers, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes, conduits, works or property, on, along, or near the line of the works. He shall notify all such parties before interfering with any of their property, rights or privileges and must work in harmony with them; otherwise he shall notify the Construction Manager in writing of his failure so to do, or of any difficulty that may at any time arise which he may be unable to overcome, in which case the Construction Manager shall deal with the matter as in his judgement may seem right or proper, and the Contractor shall abide by the decision and the direction of the Construction Manager. Any property of such parties which the Construction Manager orders to be moved by the Contractor must be handled with care, and must be neatly piled up and preserved free from injury or loss, and must be properly and satisfactorily replaced, all of which must be done by the Contractor without extra charge (unless specifically provided for in the Contract) and to the satisfaction of the Construction Manager. The Consulting Engineer shall have the right, at any time before or during the construction, or after the completion of the work, to open up any portion of the work or works, or the ground or roadway, or to grant permission for such opening to be made or left by the Contractor, as he, the Consulting Engineer, may deem advisable, for the purpose of examining, repairing or laying any water, gas or other pipe, sewer, drain, track or other underground or surface construction or to cause any such work as he may deem necessary or advisable to be done, and such permission, or the exercise of such rights, either by the Consulting Engineer or by any other person or corporation having the requisite authority (either statutory or otherwise) shall not relieve the Contractor from any of his responsibilities or obligations, nor shall the opening up of any portion of the work for these or any other purposes, or by any other parties, relieve the Contractor of such responsibilities or obligations, except only for the portion of the work actually torn up and destroyed, and then only in case the Contractor applies in writing for such relief at the time the work is being done, or within ten days afterwards, and can furnish sufficient cause, in the opinion of the Consulting Engineer, why such relief should be granted.

41.0 NON-FULFILMENT OF CONTRACT

If in the opinion of the Consulting Engineer or Construction Manager and at any time or times prior to the issuance of the Final Certificate, the Contractor neglects or fails to commence work, or becomes bankrupt or insolvent, or compounds with his creditors, or commits any act of insolvency, or transfers, assigns or sublets the Contract or any part thereof without the written consent of the Consulting Engineer/Construction Manager, or has not executed or is not executing the work or any part thereof in a sound and workmanlike manner and in accordance with the Contract, or is not performing the work so as to ensure its completion within the time stipulated in the Contract or has failed to complete the works within the said time, or fails or refuses to take down, rebuild, repair or rectify any imperfect work for which the Contractor is responsible, or fails to remove any condemned material or to replace such material with proper material, or fails to comply with any reasonable order given to him by the Consulting Engineer/Construction Manager, or abandons the work, or fails to observe or perform any of the provisions of the Contract, then in each and any such case the Consulting Engineer/Construction Manager shall, after giving the Contractor 48 hours written notice, have the right and power, at his discretion without process or action at law, to take possession and control of the whole work, or any part or parts thereof specified in the said notice, from the Contractor, and the Contractor, upon receiving the said notice, shall give possession and control of the said work, or the part or parts thereof specified in the said notice, peaceably to the Consulting engineer, and the Consulting Engineer/Construction Manager may employ such means as he may deem necessary or advisable to complete the work to his satisfaction with such changes therein as in the Consulting Engineer's/ Construction Manager's opinion are necessary or advisable by reason of the Contractor's non-fulfilment of the Contract as set out herein. In the event of an emergency in any manner due to the Contractor's non-fulfilment of the Contract as set out above or in Section 30 hereof, the Consulting Engineer/Construction Manager shall have the right and power at his discretion without process or action at law or any notice to the Contractor to take possession and control of the works, or any part thereof, from the Contractor and the Consulting Engineer/Construction Manager may take such measures as he may deem necessary or advisable to deal with the emergency and the decision of the Consulting Engineer/ Construction Manager as to the existence of such an emergency and as to the measures

to be taken in regard thereto shall be final. If, in the event of an emergency as aforesaid, the Consulting Engineer/Construction Manager takes measures in regard there to as provided for above, he shall notify the Contractor thereof as soon after the commencement of the emergency 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 Consulting Engineer's/Construction 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 if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner together with the amount of liquidated damages from the date fixed for the completion of the work, and the same may be deducted or collected by the Owner as provided for in Section 48, entitled "Monies Due Owner". All the powers of the Consulting Engineer/Construction Manager with respect to the Determination of any doubts, disputes and differences, and the determination of the sum or sums, or balance of money to be paid to or received from the Contractor or his surety in respect of the Contract, shall nevertheless continue in force. The fulfilment by the Contractor of any stipulation in the Contract may be enforced by legal proceedings and judgement, or order of court, without prejudice to any other remedy herein contained.

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 Consulting Engineer, Construction Manager or the Owner of their rights under this Contract.

42.0 POUR RELEASE FORMS

Concrete shall not be poured until "pour release forms" have been signed by all trades, contractors and the Construction Manager.

43.0 MAINTENANCE SECURITY

The Contractor shall provide to the Owner for the duration of the period of maintenance, a maintenance security the value of which shall be derived from the following table:

CONTRACT PRICE		VALUE OF MAINTENANCE SECURITY \$
FROM \$	TO \$	
Less than 0.1 M		4% of Final Contract Price
0.1M	0.5M	4,000 on first 0.1M + 3.0% on next 0.4M
0.5M	1.0M	16,000 on first 0.5M + 2.4% on next 0.5M
1.0M	2.0M	28,000 on first 1.0M + 2.2% on next 1.0M
2.0M	4.0M	50,000 on first 2.0M + 2.0% on next 2.0M
4.0M	6.0M	90,000 on first 4.0M + 1.8% on next 2.0M
6.0M	10.0M	126,000 on first 6.0M + 1.5% on next 4.0M
Over 10.0M		186,000 on first 10.0M + 1.0% on balance

The maintenance security, which is at no time a part of the statutory holdback, shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, commencing during the latter part of the period of construction, so that by the date of substantial performance of the contract the full value of the required maintenance security has been retained.

Except as otherwise provided hereunder, the maintenance security, less any deductions made therefrom as provided for in the Contract, plus interest thereon over the period of maintenance and compounded annually at the applicable rate(s) of interest set from time-to-time by the Minister of Finance shall be paid to the Contractor following the issuance by the Construction Manager of the Final Certificate at the end of the period of maintenance.

The Contractor may apply in writing to the Construction Manager who will request the approval of the Consulting Engineer at the time of substantial performance to substitute for the monies retained as the maintenance security an alternative maintenance security of equivalent or greater value comprising:

- (a) one or more irrevocable letters of credit, or
- (b) another readily negotiable security.

Acceptance of any such alternative shall be at the direction of the Consulting Engineer and the Solicitor for the Owner.

Following receipt and acceptance of any such alternative, the Construction Manager shall release to the Contractor the monies previously retained for maintenance security purposes.

The Construction Manager and the Consulting Engineer together may, in their discretion, allow the total maintenance security to be made up in part of monies retained under the Contract and in part of an alternative maintenance security as indicated in (a) and (b) above provided that the total value of such parts, as

determined by the Construction Manager, shall be not less than the required value as derived from the table set out above.

Such alternative maintenance security or the monies derived therefrom, less any deductions made as provided for in the Contract, shall be released to the Contractor following the issuance by the Construction Manager of the Final Certificate at the end of the period of maintenance. Interest shall only be paid on monies, if any, derived from the said security and which remain unexpended in the maintenance security fund.

Where the Construction Manager proposes to release the statutory holdback to a Subcontractor through the Contractor as provided for in Section 44, hereof, the Consulting Engineer shall arrange for "the required maintenance security in respect of the said Subcontract", as referred to in Section 44 hereof, to be provided by a retention from monies that would otherwise be payable to the Contractor. The value of the required maintenance security shall be determined by applying to the value of the Subcontract work the same effective percentage retention, derived from the foregoing table, as applies to the Contract as a whole.

The Contractor may apply in writing to the Construction Manager to substitute for the maintenance security referred to in the preceding paragraph an irrevocable letter of credit in the name of the Contractor.

Following the substantial performance of the Contract, the Construction Manager may require the Contractor to consolidate all letters of credit provided pursuant to the foregoing into one or two letters of credit covering the Contract as a whole.

The Contractor shall allow his Subcontractors to provide letters of credit to the Contractor in conformity with the foregoing procedures. The Contractor shall provide the Consulting Engineer with copies of any or all such letters of credit on request.

44.0 CERTIFICATES OF COMPLETION - to be read with Section 28.0 of the General Conditions.

- (a) The Contract shall be considered as substantially performed when:
 - (1) the works have satisfactorily passed the required inspection and testing and are ready for use or are being used for the purposes intended, and
 - (2) the works are capable of being completed or, where there is a known defect, corrected at a cost of not more than:
 - (i) 3 percent of the first \$500,000 of the Contract Price plus,
 - (ii) 2 percent of the next \$500,000 of the Contract Price plus,
 - (iii) 1 percent of the balance of the Contract Price.
- (b) Where the works or a substantial part thereof are ready for use or are being used for the purposes intended but part of the works cannot be completed expeditiously for reasons beyond the control of the Contractor or where the Owner and the Contractor agree to delay completion of the works, the cost, as determined by the Construction Manager and the Engineer, of completing the outstanding work shall be deducted from the Contract Price in determining substantial performance and the value of the work completed.
- (c) As soon as, in the opinion of the Construction Manager and the Engineer, the Contract has been substantially performed in accordance with the foregoing, the Construction Manager will issue a Certificate of Substantial Performance.

- (d) The Consulting Engineer shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and within seven days after signing the said certificate he shall provide a copy to the Contractor.
- (e) Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, publish a copy of the said certificate in a construction trade newspaper. Such publication shall include placement in the Daily Commercial News.
- (f) Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within seven days after receiving a copy of the said certificate signed by the Consulting Engineer, the Owner may publish a copy of the certificate at the Contractor's expense.
- (g) Except as otherwise provided, the 45-day period prior to the release of holdback, shall commence from the date of publication of the Certificate of Substantial Performance as provided for in (e) and (f) above.
- (h) The works shall be deemed to be completed when:
 - (1) the works have satisfactorily passed the required inspection and testing, and
 - (2) the cost of completion of all outstanding work and known defects is not more than the lesser of:
 - (i) one percent of the Contract Price, and
 - (ii) \$1,000.00
- (i) As soon as, in the opinion of the Construction Manager, the works have been completed in accordance with paragraph (h) above, the Construction Manager will issue a Certificate of Completion on submission by the Contractor of the following documents:
 - (1) The Contractor's Final Claim.
 - (2) An up-to-date release by the Contractor in a form satisfactory to the Construction Manager releasing the Owner from all further claims relating to the Contract.
 - (3) An up-to-date Statutory Declaration in a form satisfactory to the Construction Manager that all liabilities incurred by the Contractor and his 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.
- (j) The Construction Manager shall set out in the Certificate of Completion the date on which the works were completed and within seven days of signing the said certificate he shall provide a copy to the Contractor.
- (k) **Payment due to the Contractor following issuance of the Certificate of Completion shall be as provided for in Section 28 hereof.**
- (l) On the expiration of a period of 12 months from the date of substantial performance, as set out in the Certificate of Substantial Performance, and after all known imperfect work has been rectified in accordance with the Contract and to the satisfaction of the Construction Manager and the Consulting Engineer to the best of their knowledge that the Contractor has discharged all his obligations under the Contract, the Construction Manager and the Consulting Engineer will issue the **Final Certificate**

approving the release to the Contractor of the maintenance security (see Section 44(h) hereof), less any deduction as provided for in the Contract.

- (m) On the expiration of a period of 12 months from the date of substantial performance, as set out in the Certificate of Substantial Performance, the Construction Manager may approve the release to the Contractor of a part of the maintenance security on such terms and conditions as the Construction Manager deems advisable notwithstanding that the Final Certificate has not been issued and that all imperfect work has not been rectified in accordance with the Contract.
- (n) The Construction Manager may in his discretion direct or approve that the works covered by the Contract be divided into two or more parts for the purpose of issuing Certificates of Completion and releasing holdback monies. In that event, the Contractor shall submit documentation as set out above in respect of each such part.

MCA CONSTRUCTION AND SAFETY GUIDELINES

SECTION 4

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.

2. GENERAL

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. FORMS AND FALSEWORK

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

Falsework shall be braded 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.

20. 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.

21. 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 Department of Technical Services.

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 Department of Technical Services.

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 Department of Technical Services. 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.

MCA CONSTRUCTION SAFETY PROGRAM

SECTION 5

Introduction

All accidents in Akwesasne can be prevented.

Working to this goal is expected of each employee of the Mohawk Council and all contractors, subcontractors and their employees.

Safety Policy

Working safely is a condition of awarding contractors and for any individual's presence on Mohawk Council Construction Projects.

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 used as a basis for denying an individual permission to work on Mohawk Council projects.

All work performed at Akwesasne must be done in full compliance with Ontario Regulations 213/91 Construction Projects, Occupational Health and Safety Act. Also, the Construction Health and Safety manual published by the Construction Safety Association of Ontario. This manual is easy to read and well illustrated; copies are available at the Technical Services Safety Office.

Planning and Communication Safety

- Work Plan
- Hazard Identification
- Safety Meeting

All work activity must be planned as follows:

1. Work Plan

A weekly work plan for the following week must be completed each Friday, outlining the work planned.

2. 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.

3. Weekly Safety Meeting

A safety meeting must be held on the morning of the first working day of each week. The weekly work plan and hazard ID sheet will have created the agenda, ie: 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 subcontractors.

Copies of the weekly work plan (a) and hazard identification sheet (b) are to be delivered to the MCA Safety

Office by 2:00 p.m. every Friday.

A copy of the safety meeting report is to be delivered to the MCA Safety Office by 2:00 p.m. of the first working day of each week.

Forms (a), (b) and (c) will be provided by MCA Safety Office. The MCA Safety Coordinator will provide assistance if required to complete forms (a), (b) and (c).

Safety Audits/Site Inspections

The MCA Safety Coordinator conducts random site safety audits on a daily basis and a formal safety audit every week on all MCA construction projects. Any unsafe conditions or unsafe act is recorded.

We require that the site supervisor 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 distributed to Project/Construction Managers and Site Supervisors.

MCA Safety Coordinator

The role of the MCA Safety Coordinator is a supportive one, providing assistance and guidance in all safety concerns. His/Her role in safety in no way relieves the contractor's responsibility for the safety of their employees including subcontractor employees.

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

AGREEMENT

I, _____
(Contractor's Name)

agree to comply with all of the above safety requirements.

Signed

Date

WORK PLAN

Contractor _____

Foreman _____

for week starting Monday, _____

ACTIVITY #	WORK PLAN	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.

Contractor _____

Foreman _____

Date _____

Mohawk Council of Akwesasne

HAZARD IDENTIFICATION SHEET

NO.	WORK ACTIVITY	HAZARDOUS CONDITION	POTENTIAL ACCIDENT	PREVENTATIVE MEASURES	SAFETY EQUIPMENT REQUIRED

MOHAWK COUNCIL OF AKWESASNE

WEEKLY MONDAY MORNING
SAFETY MEETING

HAZARD IDENTIFICATION

(list of attendees to be included with minutes)

Contractor _____ Foreman _____ Date _____

SAFETY HAZARDS TODAY (refer to Hazard Identification Sheet)			
PREVENTATIVE ACTIONS AND SAFETY EQUIPMENT REQUIRED		EMPLOYEE SUGGESTIONS	
ATTENDEES	✓	ATTENDEES	✓

SAFETY DOESN'T HAPPEN BY ACCIDENT

MCA SPECIAL PROVISIONS

SECTION 6

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1. **USE OF SITE AND FACILITIES**

It is essential that the on-going operations of the homeowners/occupants be maintained with minimal disruption during the period of new construction and alterations/modifications.

2. **PARKING CONSIDERATIONS**

Parking for construction personnel shall be at designated locations.

3. **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. Temporary traffic measures to be in accordance with Ontario Traffic Manual Book 7.

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

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.

4. **CONSTRUCTION SCHEDULE**

Upon the award of the contract, Contractor shall, **within seven days** from receipt of MCA's letter of intent to commence work, and submit his schedule to the Construction Manager for approval.

The schedule of construction should clearly show in weekly stages the proposed progress on the main items and sub-trades of the contract. The Construction Manager may require the Contractor to revise the schedule at any time.

The Contractor shall provide a list of names of all construction crews to be employed for the duration of the contract.

5. **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 for the use of construction workers.

Work is to be performed in such a manner as to be transparent to the residents, all construction materials, tools, equipment shall be kept within the contract limits 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.

6. **HEALTH AND SAFETY**

Comply with the terms from MCA 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 WHMIS training.

Provide and/or enforce the use of all safety equipment, apparatus and clothing, etc. as required by 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 it is able to bear safely.

7. **REMOVED MATERIALS**

The Contractor shall be responsible for removed material. For disposal of excess or unsuitable materials, see appropriate item specification.

8. **NEW MATERIAL STORAGE**

Contractor is responsible to store and protect all materials on site from damage or vandalism prior to installation. Any damaged material so designated by the Contract Administrator shall be removed and replaced at no additional cost to the Owner.

9. **NOISE LIMITATION**

Cooperate at all times to keep noise to a minimum, ie: trucks and similar equipment.

10. **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 required in connection with the work is a requirement of the Contract.

11. **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.

12. **PROTECTION**

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