

STRENGTH

PEACE

UNITY

Mohawk Council of Kahnawá:ke

P.O. Box 720
Kahnawá:ke Mohawk Territory
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www.kahnawake.com

Teshakoteriwakhsionnihse
ADMINISTRATION



REQUEST FOR PROPOSAL FOR CONSTRUCTION

TENDERS ARE PRESENTLY BEING CALLED FOR BY,
THE MOHAWK COUNCIL OF KAHNAWÁ:KE

AT: Mohawk Territory of Kahnawá:ke

PURPOSE: Mohawk Council of Kahnawá:ke – Skawenniio Library Structural Repairs

SPECIAL

INSTRUCTIONS: RE: Contractor - see "Scope of Work" and "Required Services" (sections 1.9 and 1.10 of the "Request for Proposal")

Contractors are requested to submit their quotation in accordance with this "Request for Proposal".

The Mohawk Council of Kahnawá:ke reserves the right to reject any, and all bids and the lowest bid will not necessarily be accepted. Bids not in accordance with the "Request for Proposal" will not be considered. **All bids must be made on the Bid Form. Any bids not completed on the Bid Form will be disqualified. Any incomplete or partially completed bid forms will also be disqualified.**

Tenders shall be submitted no later than **12:00:00 noon**, local time, on **Friday, December 15th, 2023**, to the security desk of the Kahnawake Office Complex, or by e-mail to Kanento.Patton@mck.ca. Tenders received after this time will not be considered. A receipt will be issued showing the date and time of submission. The tender shall be clearly marked:

MOHAWK COUNCIL OF KAHNAWAKE – SKAWENNIIO LIBRARY STRUCTURAL
REPAIRS

MOHAWK COUNCIL OF KAHNAWÁ:KE

REQUEST FOR PROPOSAL FOR CONSTRUCTION

MOHAWK COUNCIL OF KAHNAWAKE – SKAWENNIIO LIBRARY STRUCTURAL
REPAIRS

DEC 2023

1 TERMS OF REFERENCE - PROFESSIONAL SERVICES

- 1.1 Project Name:
Mohawk Council of Kahnawá:ke – Skawenniio Library Structural Repairs
- 1.2 Project No.:
231023
- 1.3 Location of Project: (See Figure 1)
- Skawenniio Tsi Iewennahnotahkwa
68 Old Malone Highway
Kahnawake, Quebec, J0L 1B0
- 1.4 Occupants/Users:
Library Space
- 1.5 Client:
Mohawk Council of Kahnawake
Asset Management Department
P.O. Box 720
Kahnawà:ke, Quebec J0L
1B0, 1 Church Road
- 1.6 Project Manager:
Kanento Patton.
Mohawk Council of Kahnawake
Asset Management Department
Tel: (450) 632-7500 ext.50226
Kanento.patton@mck.ca

1.7 Background:

The Mohawk Council of Kahnawake in collaboration with RJC Engineers have conducted a structural analysis of the Skawennio Library. In the analysis, it was discovered that key areas of the building are undergoing deflection caused by undersized structural elements and missing supporting structure. The MCK is calling for contractors to repair and replace these items to remedy the building issue.

1.8 Objective:

As part of the Tendering process, the client, MCK, is requesting fee proposals from qualifying contractors or firms who can provide the services described in the Scope of Work below.

1.9 Scope of Work:

- Repair and replace structure elements as indicated in the structural drawings.
- Repair and replace damaged drywall to ceilings and walls
- Modify electrical and mechanical if required.
- Plaster and paint the repaired area to match the existing.
- Install new finishes where required.

1.10 Required Services:

1. Site Safety
 - A) Implement proper measures to minimize noise and dust from travelling throughout the library and office spaces.
2. Demolition & Waste Disposal.
 - A) Under the best practices to the relevant field(s) - Provide a clean, safe, and total clean up, during and after construction.
3. Construction.
 - A) In the basement level: Install new footings, temporary shoring, columns and beams as indicated on the structural drawings.
 - B) Level the first floor as indicated on the structural drawings. Repair and replace any damage caused during leveling or construction.
 - C) Install new and reinforce the transfer beams using the methods indicated in the structural drawings.
 - D) Repair drywall, Plaster and Paint to match existing.
 - E) Install finishing trim where required.

1.2 Deliverables:

Estimates shall be prepared in the English language. Provide one (1) electronic or one (1) written copy addressed to **Kanento Patton, Project Manager**.

If applicable, additional survey drawings, and or supporting documents shall be prepared in the English language.

1.3 Codes, Standards and Guidelines to be followed:

The construction shall be conducted according to federal and/or provincial Guidelines, and according to the best practices for the relevant field(s).

1.4 Constraints:

The Mohawk Council of Kahnawá:ke may consider organizing special hours for construction with the General Contractor to minimize disturbance during office working hours.

1.5 Mohawk Council of Kahnawá:ke Support:

The Mohawk Council of Kahnawá:ke in shall, give access to visit the site related to this study and to interview key personnel provided an appointment is schedule with the project manager.

1.6 Project Time Schedule:

The project shall be completed **January 31st, 2024**, or by an earlier date.

1.7 Project Progress Reporting:

In the event of damage to any adjacent properties or infrastructures during any phase, a full report of the incident must be submitted to the Mohawk Council of Kahnawake.

1.8 Approval and Acceptance of the project:

Approval and acceptance of the project will be based on approval and acceptance of the cost of the project. The lowest bidder may not necessarily be the winner of the contract.

1.9 Terms of Payment:

The terms of payment will follow the conditions stipulated in the contract.

1.10 Cost Control:

It is the responsibility of the General Contractor to complete the project within the quoted price. Any additional cost must be submitted for approval to the project manager prior to the execution of the activity generating the additional cost.

1.11 The General Contractor, Sub- Contractors, and Third Parties:

The Mohawk Council of Kahnawá:ke (MCK) shall enter into a single contract with the successful General Contractor for the entire service being sought through this Request for Proposal (RFP). The successful General Contractor becomes the "prime" Contractor, and it is referred to as the General Contractor.

Invitations to General Contractors are based upon their primary qualifications and experience required for the project. The invited companies may not possess all the requisite disciplines and specialties "in-house". The RFP and subsequent contracting process permits the General Contractor to bring such specialists onto their team through subcontracts and third-party contracts for which the General Contractor is solely responsible.

The successful General Contractor shall identify all subcontractors, special contractors, and other consultants who form part of the General Contractor's team, as well as the portion of work for which they are responsible. The successful General Contractor may not substitute one subcontractor or special consultant for another without written approval from the MCK Project Manager.

The MCK has no direct contractual relationship with subcontractors or others engaged through the agreement it enters with the General Contractor. The General Contractor will be solely responsible to the MCK under the terms of the Agreement.

1.12 Professional responsibility:

It is the responsibility of the General Contractor to provide the requested services with high level of ability, knowledge and professionalism as prescribed by their respective professional organization.

1.13 Conditions of Proposal:

.1 Conflict of Interest:

General Contractors must not place themselves in a position which may or does give rise to a conflict of interest between themselves and the MCK during the RFP.

If any actual or potential conflict of interest with the MCK arises at any time during the RFP process, the General Contractor is to immediately notify the Project Manager in writing.

In the event of an actual or potential conflict of interest, the MCK may, in its absolute discretion:

- (a) resolve any actual or potential conflict of interest with the General Contractor; or
- (b) reject the Proposal submitted by the General Contractor in question; or
- (c) take any other action it considers appropriate.

.2 Unauthorized Communication:

General Contractors must direct all communications concerning this Request for Proposal (RFP) to the Project Manager unless otherwise specified by the Project Manager. Unauthorized communication by a General Contractor with any other staff of the MCK may lead to the exclusion of the General Contractor from the RFP process.

The MCK reserves the right to answer any questions about the project or the RFP process.

.3 Proposal constitutes Binding Offer:

This proposal constitutes an irrevocable, unalterable offer by the General Contractor to the MCK which must remain valid and open to be accepted for a period of no less

than 90 days from the proposal closing time and may be extended by written agreement.

.4 Suspension or Cessation:

The MCK may cease to proceed with, or suspend the process, or any stage of it, outlined in the RFP or any negotiations being conducted at that time with any Bidder.

.5 Proposal Cost:

The proposal with the lowest cost will not necessarily be retained.

.6 Tax exemption:

Goods and services delivered on a reserve are not subject to municipal, provincial, or federal taxes.

.7 Acceptance of Proposal:

For a proposal to be accepted, it shall be received on, or before the proposal closing time, section 2.4 and it shall be delivered to the receiving proposal address, section 2.3.

Late proposals or proposals delivered to a different address than the receiving proposal address will not be accepted and will be returned unopened to the sender.

.8 Rejection of Proposal:

The MCK may reject any proposal that does not fully comply with the terms of the RFP.

1.14 Available information:

(See Figures Below)

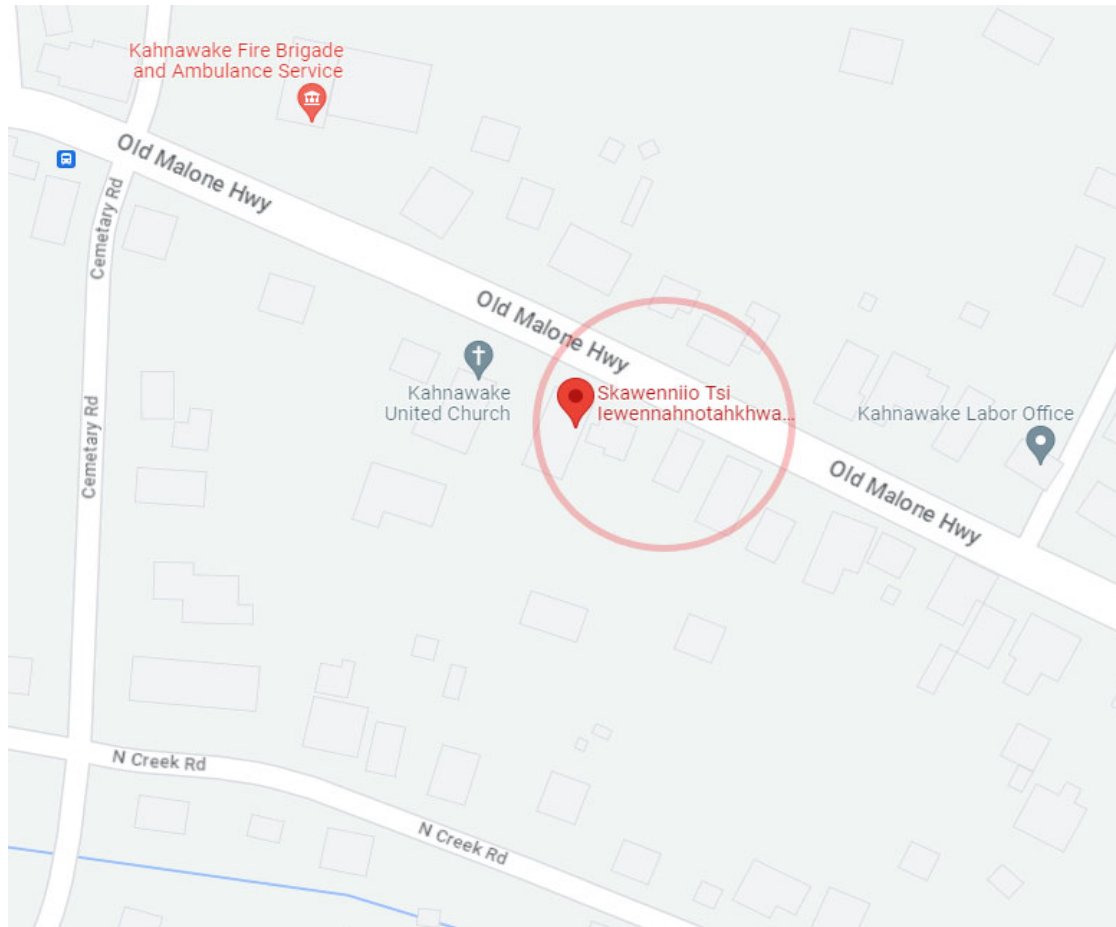


Figure 1: Location of the the Skawenniio Tsi Iewennahnotahkwa : 68 Old Malone, Road, Kahnawake, Quebec J0L 1B0

STRUCTURAL DRAWINGS LIST	
PAGE	SHEET NAME
S000	COVER PAGE
S001	GENERAL NOTES
S100	BASEMENT
S101	GROUND FLOOR
S102	SECOND FLOOR

**DO NOT BUILT WITH THESE
DRAWINGS**

2	For Tender	2023-08-30	AG
1	For Comments	2023-07-03	FB
No.	Revision	Date	By

Drawing Notes

- All drawings, plans, models, designs, specifications and other documents prepared by Read Jones Christoffersen Ltd. ("RJC") and used in connection with this project are instruments of service for the work shown in them (the "Work") and as such are and remain the property of RJC whether the Work is executed or not, and RJC reserves the copyright in them and in the Work executed from them, and they shall not be used for any other work or project.
- These drawings are "design drawings" only. They may not be suitable for use as shop drawings. Use of these drawings as base drawings for "shop drawings" is not permitted unless written permission containing certain conditions and limitations is obtained from RJC. The work "as constructed" may vary from what is shown on these drawings.
- Use of these drawings is limited to that identified in the Issued/Revision column. Do not construct from these drawings unless marked "Issued for Construction" by RJC in the Issued/Revision column, and then only for the parts noted. The drawings shall not be used for "pricing", "costing" or "tender" unless so indicated in the Issued/Revisions column. "Pricing" or "Costing" drawings are not complete and any prices based on such drawings must allow for this.

Seal

Project Name

**Mohawk Council of
Kahnawake Library**

Sheet Title

COVER PAGE

Drawn By **M.MO** Scale
Designed By **F.B.** Date **2023-08-30**
RJC Project Number **MON.134959.0002**

Sheet Number Revision

S000

2023-07-03 4:51:22 PM

Mohawk Council of Kahnawake Library

MON.134959.0002

WOOD FRAMING - MATERIALS

- STUDS AND BUILT-UP POSTS TO BE S-P-F NO.1/NO.2 GRADE OR BETTER EXCEPT IN SHEAR WALLS WHERE D.F.I.R. NO.1/NO.2 GRADE OR BETTER IS REQUIRED. STUDS MAY BE FINGER-JOINTED (MAXIMUM 3 JOINTS PER STUD) EXCEPT IN SHEAR WALLS. REFER TO WOOD SHEAR WALL NOTES FOR ADDITIONAL REQUIREMENTS. FINGER JOINTED STUDS IN FIRE SEPARATIONS SHALL HAVE HEAT RESISTANT ADHESIVE (HSA).
- JOISTS TO BE S-P-F NO.1/NO.2 GRADE OR BETTER.
- BUILT-UP BEAMS AND HEADERS TO BE S-P-F NO.1/NO.2 GRADE OR BETTER.
- WALL PLATES TO BE S-P-F NO.1/NO.2 GRADE OR BETTER EXCEPT IN SHEAR WALLS WHERE D.F.I.R. NO.1/NO.2 GRADE OR BETTER IS REQUIRED. REFER TO WOOD SHEAR WALL NOTES FOR ADDITIONAL REQUIREMENTS. WALL PLATES SHALL BE KILN-DRIED AND MAY BE FINGER JOINTED EXCEPT IN SHEAR WALLS.
- POSTS AND BEAMS TO BE S-P-F NO.2 GRADE OR BETTER.
- CLT - CROSS-LAMINATED TIMBER PANELS PER CLT NOTES.
- NLT - NAIL LAMINATED TIMBER PANELS PER NLT NOTES.
- GLULAM BEAMS AND COLUMNS PER GLULAM NOTES.
- ALL DIMENSION LUMBER TO BE SURFACED FOUR SIDES ("S4S").
- PLYWOOD TO BE DOUGLAS FIR PLYWOOD (DFP): REGULAR GRADES OF UNSANDED, CANADIAN SOFTWOOD PLYWOOD (CSP); REGULAR GRADES OF UNSANDED.
- O.S.B. TO CONFORM TO CSA 0325.
- TIMBER CONNECTION HARDWARE TO BE SIMPSON STRONG-TIE, OR EQUIVALENT APPROVED BY RJC. COMPLETE WITH NAILS SUPPLIED BY MANUFACTURER. DO NOT USE P NAILS.
- NAILS - SEE "WOOD FRAMING - NAILING".
- MISCELLANEOUS STEEL TO BE CSA G40.21 OR APPROVED EQUIVALENT.
- ANCHOR RODS SHALL BE ASTM F1554 GRADE 36 OR APPROVED EQUIVALENT. ANCHOR RODS SHALL BE DEFORMED, THREADED ALONG THEIR FULL LENGTH OR HOOKED 40 mm AT THE BOTTOM.
- BOLTS SHALL BE ASTM A307 OR APPROVED EQUIVALENT. USED WITH STANDARD CUT STEEL WASHERS UNLESS NOTED OTHERWISE ON DRAWINGS.
- MOISTURE CONTENT OF ALL TIMBER ELEMENTS SHALL NOT EXCEED 19% AT THE TIME OF CONSTRUCTION OR FABRICATION.
- ALL FASTENERS AND CONNECTION HARDWARE THROUGH PRESERVATIVE TREATED MATERIALS OR OUTSIDE OF THE MOISTURE BARRIER TO BE HOT DIPPED GALVANIZED OR STAINLESS STEEL AS SPECIFIED.

ENGINEERED WOOD PRODUCTS (E.W.P.) GENERAL

- ENGINEERED WOOD PRODUCTS INCLUDE ALL PRE-MANUFACTURED BEAMS, COLUMNS, AND I-JOISTS BY WEYERHAEUSER TRUS JOIST AS SHOWN ON PLAN.
- BEAMS EXPOSED TO VIEW IN FINISHED BUILDING SHALL BE SANDED APPEARANCE GRADE WITH STAMPS IN COVERED LOCATIONS.
- ALL MANUFACTURED BEAMS, COLUMNS, AND I-JOISTS SHALL HAVE A MOISTURE CONTENT OF LESS THAN 12%. ALL WOOD SHALL BE WRAPPED AND PROTECTED FROM MOISTURE UNTIL IT IS INSTALLED.
- SIZES OF BEAMS AND POSTS SHALL BE AS SPECIFIED ON PLAN.

TRUS JOIST DESIGNATION	MODULUS OF ELASTICITY	SHEAR RESISTANCE (f _v)	BENDING RESISTANCE (f _b)	BEARING RESISTANCE (f _{c90})
LSL	1.55E (10690 MPa)	3.9 MPa	29.5 MPa	10 MPa
LVL	2.0E (13790 MPa)	3.6 MPa	33.1 MPa	9.4 MPa
PSL	2.0E (13790 MPa)	3.7 MPa	37 MPa	9.4 MPa

BEAM DEFLECTIONS SHALL BE LIMITED TO SPAN/360 FOR LIVE LOAD AND SPAN/240 FOR TOTAL LOAD.

LSL - LAMINATED STRAND LUMBER (TRUS JOIST TIMBERSTRAND)
LVL - LAMINATED VENEER LUMBER (TRUS JOIST MICROLAM)
PSL - PARALLEL STRAND LUMBER (TRUS JOIST PARALLAM)

- UNLESS NOTED OTHERWISE ON PLAN STEEL CONNECTING HARDWARE FOR LSL, LVL, AND PSL BEAMS SHALL BE CAPABLE OF DEVELOPING 100% OF THE BEAM SHEAR CAPACITY.
- PRODUCT SUBSTITUTIONS MUST BE PRE-APPROVED.
- DO NOT SUBSTITUTE BUILT-UP MEMBERS OF SAWN TIMBER FOR ENGINEERED WOOD PRODUCTS.
- ALL ENGINEERED WOOD PRODUCTS SHALL BE KEPT DRY AND PROTECTED FROM THE ENVIRONMENT DURING STORAGE ON OR OFF THE PROJECT SITE AS PER THE MANUFACTURER'S REQUIREMENTS. STORE MATERIAL ELEVATED FROM GROUND AND WRAPPED TO SHED MOISTURE.
- ALL STEEL CONNECTIONS/HARDWARE USED FOR CONNECTING BEAMS SHALL BE CAPABLE OF CARRYING THE SHEAR STRENGTH OF THE MEMBER.

DEMOLITION OF STRUCTURAL ELEMENTS

- SEE TEMPORARY WORKS NOTES.
- THE DRAWINGS ILLUSTRATE SCHEMATIC APPROACH TO THE TEMPORARY BRACING OF THE EXISTING STRUCTURE AND IS PREPARED FOR CONTRACTOR CONSIDERATION ONLY. THE CONTRACTOR MAY ADOPT THE ILLUSTRATED APPROACH AT THE CONTRACTOR'S SOLE DISCRETION OR PROPOSE ANY OTHER METHOD THE CONTRACTOR DEEMS APPROPRIATE TO PROVIDE TEMPORARY BRACING, BUT AT NO TIME SHALL THE SAFETY AND INTEGRITY OF THE EXISTING STRUCTURE BE COMPROMISED.
- THE CONTRACTOR SHALL DESIGN, PROVIDE, CONSTRUCT AND MAINTAIN, REMOVE AND ASSUME FULL AND SOLE RESPONSIBILITY FOR THE TEMPORARY WORKS.
- PROTECTION:
 - PREVENT MOVEMENT, SETTLEMENT OR DAMAGE OF ELEMENTS OF EXISTING BUILDING TO REMAIN. PROVIDE BRACING, SHORING AS REQUIRED. PROTECT ALL EXISTING SURFACES NOT TO BE RESTORED FROM DAMAGE DURING REMOVAL PROCEDURE. REMOVE OR PROTECT IN PLACE ALL SURFACE - MOUNTED OR PERMANENT ELECTRICAL FIXTURES AND ALL CONDUIT, FIXTURES, EQUIPMENT, ETC. NOT TO BE DEMOLISHED. UPON COMPLETION OF THE REPAIR WORK, REINSTALL ALL EXISTING EQUIPMENT AND FIXTURES DESIGNATED TO REMAIN. MAKE GOOD DAMAGE CAUSED BY DEMOLITION.
 - TAKE PRECAUTIONS TO SUPPORT AND, IF SAFETY OF ELEMENTS NOT SLATED FOR DEMOLITION APPEARS TO BE ENDANGERED, CEASE OPERATIONS AND NOTIFY ENGINEER IMMEDIATELY.
 - PREVENT DEBRIS FROM BLOCKING SURFACE DRAINAGE SYSTEM, MECHANICAL, AND ELECTRICAL SYSTEMS WHICH MUST REMAIN IN OPERATION.
- DEMOLITION, SALVAGE AND DISPOSAL:
 - DEMOLISH PARTS OF STRUCTURE TO PERMIT REMEDIAL WORK AS INDICATED.
 - REMOVE EXISTING EQUIPMENT, SERVICES, AND OBSTACLES WHERE REQUIRED FOR REFINISHING OR MAKING GOOD OF EXISTING SURFACES, AND REPLACE AS WORK PROGRESSES.
 - AT END OF EACH DAY'S WORK, LEAVE WORK IN SAFE CONDITION SO THAT NO PART IS IN DANGER OF CAUSING INJURY OR DAMAGE.
 - DEMOLISH TO MINIMIZE DUSTING. KEEP DUSTY MATERIALS WETTED, WHERE POSSIBLE.

ENGINEERED WOOD SCREWS

- ENGINEERED WOOD SCREWS SPECIFIED IN THE DRAWINGS ARE ASSY SCREWS AS MANUFACTURED BY SWG AND PROVIDED BY MTC SOLUTIONS.
- ALTERNATIVES WITH CANADIAN CONSTRUCTION MATERIALS CENTRE REPORTS (CCMC) APPROVAL ARE TO BE PRE-APPROVED BY RJC.
- SCREW DESIGNATIONS: $S \times XX \times XXX$
 TYPE \rightarrow \swarrow LENGTH (mm)
 \searrow DIAMETER (mm)
- SCREW TYPES ARE AS FOLLOWS:
 - S1: SWG ASSY ECOFAST
 - S2: SWG ASSY VG CSK
 - S3: SWG ASSY SK
 - S4: SWG ASSY VG CYL
 - S5: SWG ASSY KOMBI
 - SD: SELF-DRILLING DOWEL

- PROVIDE TAPERED HOLES IN STEEL SECTIONS TO SUIT FLUSH SCREW HEAD INSTALLATION.
- PREDRILL HOLES AS RECOMMENDED BY SCREW MANUFACTURER.
- SOME SAMPLE DETAILS ALSO REFERENCE USE OF SIMPSON STRONG TIE (SST) SDS SCREWS. ALTERNATIVES TO ALSO BE PRE-APPROVED BY RJC.

TEMPORARY WORKS

- THE CONTRACTOR SHALL DESIGN, PROVIDE, ERECT, MAINTAIN, REMOVE AND ASSUME FULL AND SOLE RESPONSIBILITY FOR ALL TEMPORARY WORKS REQUIRED FOR THE SAFE AND COMPLETE EXECUTION OF THE WORKS.
- IN THE EXECUTION OF THE TEMPORARY WORKS AND FOR THE DURATION OF THE CONTRACT, THE CONTRACTOR SHALL MAKE ADEQUATE PROVISION FOR ALL LIKELY CONSTRUCTION LOADING AND PROVIDE SUFFICIENT BRACINGS AND PROPS TO KEEP THE WORKS IN PLUMB AND ALIGNMENT AND FREE FROM EXCESSIVE DEFLECTION.
- ACCESS OF HEAVY CONSTRUCTION EQUIPMENT AND ACCUMULATION OF CONSTRUCTION MATERIALS ON THE FLOORS ARE NOT PERMITTED, UNLESS SUCH HAVE BEEN CATERED FOR IN THE CONTRACTOR'S TEMPORARY WORK DESIGN TO THE SATISFACTION OF THE ARCHITECT & ENGINEER.
- COSTS OF ALL TEMPORARY WORKS ARE DEEMED TO HAVE BEEN INCLUDED IN THE CONTRACT PRICE.
- SUBMIT SHOP DRAWINGS FOR ALL TEMPORARY WORKS FOR REVIEW BEFORE FABRICATION COMMENCES. SHOP DRAWINGS SHALL BE SEALED BY A PROFESSIONAL ENGINEER REGISTERED AND LICENSED TO PRACTICE BY THE PROFESSIONAL ENGINEERING ASSOCIATION HAVING JURISDICTION IN THE AREA WHERE THE STRUCTURE IS TO BE BUILT.
- ANY CONSTRUCTION SEQUENCES SHOWN ON THE DRAWINGS SHALL BE PART OF TEMPORARY WORKS AND ARE FOR THE CONTRACTOR'S CONSIDERATION ONLY. THE CONTRACTOR IS AT LIBERTY TO USE ANY OTHER SEQUENCE AS THE CONTRACTOR DEEMS APPROPRIATE, BUT AT NO TIME SHALL THE SAFETY AND INTEGRITY OF THE WORKS AND THE STRUCTURE BE COMPROMISED. IF THE CONTRACTOR ADOPTS THE SUGGESTED SEQUENCE, SUCH SEQUENCE SHALL BE DEEMED AS THE CONTRACTOR'S OWN SELECTION OF METHOD, AND THE CONTRACTOR SHALL ASSUME FULL AND SOLE RESPONSIBILITY FOR IT, AS STATED IN (1) ABOVE.

WOOD FRAMING - GENERAL

- ALL DESIGN, DETAILS, MATERIALS AND CONSTRUCTION PROCEDURES SHALL CONFORM TO CURRENT EDITIONS OF THE FOLLOWING AS A MINIMUM:
 - QUEBEC CONSTRUCTION CODE ENFORCE PART 9 FOR DETAILS AND NAILING
 - CSA 088 - ENGINEERING DESIGN IN WOOD
 - CSA 0121 - DOUGLAS FIR PLYWOOD
 - CSA 0151 - CANADIAN SOFTWOOD PLYWOOD
 - CAN/CSA-O122 - STRUCTURAL GLUED-LAMINATED TIMBER
 - CSA 0177 - QUALIFICATION CODE FOR MANUFACTURERS OF STRUCTURAL GLUED-LAMINATED TIMBER
 - CAN/CSA-O437 SERIES - STANDARDS FOR OSB AND WAFERBOARD
 - CSA B111 - WIRE NAILS, SPIKES AND STAPLES
 - ASTM D9486 - STANDARD SPECIFICATION FOR EVALUATION OF STRUCTURAL COMPOSITE LUMBER PRODUCTS
 - CANADIAN WOOD-FRAME HOUSE CONSTRUCTION-CMHC
 - "WOOD DESIGN MANUAL" - CANADIAN WOOD COUNCIL
 - "WOOD BUILDING TECHNOLOGY" - CANADIAN WOOD COUNCIL
- ANY CHANGES TO THE FRAMING SHOWN ON THESE DRAWINGS SHALL HAVE PRIOR WRITTEN APPROVAL OF RJC. FRAMING CHANGES WHICH HAVE NOT BEEN SO APPROVED WILL BE REJECTED.
- ANY TIMBER NOT GRADE MARKED WILL BE REJECTED.
- FINISHES SHALL BE DETAILED TO ACCOMMODATE SHRINKAGE OF THE TIMBER OVER TIME.
- DO NOT COVER WOOD FRAMING WITH FINISHES UNTIL RJC'S FRAMING REVIEW IS COMPLETE. PROVIDE 24 HOURS ADVANCE NOTIFICATION WHEN FRAMING REVIEWS ARE REQUIRED.
- NOTHING AND DRILLING OF STRUCTURAL ELEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH IN THE BUILDING CODE PART 9, UNLESS OTHERWISE APPROVED IN WRITING BY RJC.
- ALL TIMBER ELEMENTS ARE DESIGNED FOR DRY-SERVICE CONDITIONS UNLESS NOTED OTHERWISE. SEE ARCHITECTURAL DRAWINGS FOR WATERPROOFING AND VENTILATION DETAILS.

WOOD FRAMING - NAILING

- NAILING SHALL CONFORM TO THE BUILDING CODE PART 9, AND "WOOD BUILDING TECHNOLOGY" PUBLISHED BY THE CANADIAN WOOD COUNCIL. NAILING CALLED UP ON THESE DRAWINGS (E.G. FOR SHEATHING) IS BASED ON COMMON NAILS.
- SEALING NAILING PATTERN
- DO NOT OVERDRIVE NAILS. NAILS OVERDRIVEN BY MORE THAN 10% OF PANEL THICKNESS MAY BE REJECTED.
- ALL PNEUMATICALLY DRIVEN NAILS ARE TO HAVE FULL ROUND HEADS. PNEUMATIC NAILS THAT HAVE CLIPPED OR MOON SHAPED HEADS ARE NOT PERMITTED. MOST STRIP STYLE MAILERS USE CLIPPED OR MOON SHAPED HEADS. THEREFORE, ONLY COIL STYLE MAILERS THAT USE NAILS WITH FULL ROUND HEADS SHALL BE USED.

- NAILS FOR JOIST HANGERS AND CONNECTION HARDWARE SHOULD BE AS SPECIFIED OR SUPPLIED BY THE MANUFACTURER.
- NAILS SHALL BE COMMON ROUND STEEL WIRE NAILS OR PNEUMATIC NAILS (P NAILS) WITH MINIMUM DIAMETERS PER THE FOLLOWING TABLE. NAILS ARE CALLED UP BY LENGTH AND SHALL CONFORM TO THE FOLLOWING TABLE:

LENGTH	PENNY WEIGHT	NAIL DIAMETER
2" (51 mm)	6d	0.113" (2.87 mm)
2 1/2" (64 mm)	8d	0.131" (3.33 mm)
3" (76 mm)	10d	0.148" (3.76 mm)
3 1/4" (83 mm)	12d	0.148" (3.76 mm)
3 1/2" (89 mm)	16d	0.162" (4.11 mm)
4" (102 mm)	20d	0.192" (4.88 mm)
4 1/2" (114 mm)	30d	0.207" (5.26 mm)
5" (127 mm)	40d	0.226" (5.74 mm)

DRAWINGS

- THIS SET OF DRAWINGS SHOWS THE COMPLETED PROJECT. THE DRAWINGS DO NOT SHOW COMPONENTS THAT MAY BE NECESSARY FOR CONSTRUCTION SAFETY. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SAFETY IN AND ABOUT THE JOB SITE DURING CONSTRUCTION, AND THE DESIGN AND ERECTION OF ALL TEMPORARY STRUCTURES, FORMWORK, FALSE WORK, SHORING, ETC. REQUIRED TO COMPLETE THE WORK.
- THE USE OF THESE DRAWINGS IS LIMITED TO THAT IDENTIFIED IN THE REVISIONS COLUMN. DO NOT CONSTRUCT FROM THESE DRAWINGS UNLESS MARKED "ISSUED FOR CONSTRUCTION" IN THE REVISIONS COLUMN. BY READ JONES CHRISTOFFERSEN LTD. THE DRAWINGS SHALL NOT BE USED FOR PRICING, COSTING, OR TENDER UNLESS SO INDICATED IN THE REVISION COLUMN. PRICING OR COSTING DRAWINGS ARE NOT COMPLETE AND ANY PRICES BASED ON PRICING OR COSTING DRAWINGS MUST INCLUDE ALLOWANCES FOR THIS.
- THE INFORMATION ON THESE DRAWINGS SHALL NOT BE USED FOR ANY OTHER PROJECT OR WORKS. THE INFORMATION ON THESE DRAWINGS APPLIES SOLELY TO THIS PROJECT.

FIELD REVIEW BY READ JONES CHRISTOFFERSEN (RJC)

- READ JONES CHRISTOFFERSEN PROVIDES FIELD REVIEW ONLY FOR THE WORK SHOWN ON THESE STRUCTURAL DRAWINGS. THIS REVIEW IS NOT A "FULL TIME" REVIEW BUT IS CONDUCTED WITH SUCH FREQUENCY AS RJC DEEMS APPROPRIATE TO OBSERVE VARIOUS STAGES OF THE WORK AND TO ASCERTAIN THAT THE WORK IS IN GENERAL CONFORMANCE WITH THE PLANS AND SUPPORTING DOCUMENTS PREPARED BY READ JONES CHRISTOFFERSEN. FIELD REVIEW BY READ JONES CHRISTOFFERSEN IS NOT CARRIED OUT FOR THE CONTRACTOR'S BENEFIT, NOR DOES IT MAKE READ JONES CHRISTOFFERSEN GUARANTORS OF THE CONTRACTOR'S WORK. IT REMAINS THE CONTRACTOR'S RESPONSIBILITY TO BUILD THE WORK IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. RJC SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUB-COONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- PROVIDE 24 HOURS ADVANCE NOTICE OF EACH REQUIRED FIELD REVIEW. FIELD REVIEWS SHALL BE SCHEDULED TO BE CARRIED OUT DURING NORMAL BUSINESS HOURS UNLESS SPECIAL ARRANGEMENTS ARE MADE WITH RJC.
- THE WORK TO BE REVIEWED SHALL BE GENERALLY COMPLETE.

SHOP DRAWINGS

- AS PART OF OUR CONSTRUCTION PHASE SERVICES, RJC WILL REVIEW SHOP DRAWINGS PERTAINING TO WORK SHOWN ON RJC'S DRAWINGS BY MEANS OF APPROPRIATE RATIONAL SAMPLING PROCEDURES AND COMMENT ON THE ACCURACY WITH WHICH THE CONTRACTOR PREPARED THE DRAWINGS.
- REVIEW OF SHOP DRAWINGS IS FOR THE SOLE PURPOSE OF ASCERTAINING CONFORMANCE WITH THE GENERAL DESIGN CONCEPT AND IS NOT AN APPROVAL OF THE DETAILED DESIGN INHERENT IN THE SHOP DRAWINGS, RESPONSIBILITY FOR WHICH SHALL REMAIN WITH THE CONTRACTOR SUBMITTING THEM. SUCH REVIEW SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY FOR ERRORS AND OMISSIONS IN THE SHOP DRAWINGS AND FOR MEETING ALL REQUIREMENTS OF THE CONTRACT DRAWINGS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INFORMATION PERTAINING TO THE FABRICATION PROCESS, TECHNIQUES FOR CONSTRUCTION AND INSTALLATION, AND FOR CO-ORDINATION OF THE WORK OF ALL SUB-TRADES.
- FOR SPECIFIC SHOP DRAWING SUBMITTAL REQUIREMENTS, SEE APPROPRIATE MATERIAL SECTIONS AND THE SPECIFICATIONS.
- SHOP DRAWINGS SHALL BE COMPLETE AND INCLUDE ANY REQUIRED SEALS FROM A PROFESSIONAL ENGINEER REGISTERED IN THE JURISDICTION WHERE THE PROJECT IS LOCATED PRIOR TO SUBMISSION.
- ALL SHOP DRAWINGS COMPRISING A REVISED SUBMISSION SHALL INDICATE THE REVISED CONTENT BY MEANS OF CLOUDING OR OTHER SUITABLE MARKINGS.

RENOVATIONS

- THE CONTRACT DOCUMENTS ARE BASED ON ASSUMED AS-BUILT DIMENSIONS FOR THE EXISTING BUILDING STRUCTURE AND ASSUMPTIONS IN ACCORDANCE WITH DETAILING AND PLACING PRACTICE. THESE ASSUMPTIONS MAY VARY FROM THE ACTUAL ON-SITE CONDITIONS. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE CONSULTANT OF ANY ACTUAL VARIATIONS FROM THE ASSUMED CONDITIONS.
- MINOR MODIFICATIONS WILL BE REQUIRED TO THE WORK INDICATED ON THESE DRAWINGS TO REFLECT ACTUAL SITE CONDITIONS. THE CONTRACTOR WILL COOPERATE WITH THE CONSULTANT AND RJC IN THIS REGARD. MINOR MODIFICATIONS WILL BECOME THE RESPONSIBILITY OF THE CONTRACTOR AND WILL NOT RESULT IN A CHANGE IN THE CONTRACT PRICE.
- ENSURE THAT ALL NECESSARY JOB DIMENSIONS ARE TAKEN AND ALL TRADES ARE COORDINATED FOR THE PROPER EXECUTION OF THE WORK. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF SUCH DIMENSIONS, AND FOR COORDINATION.
- PRIOR TO FABRICATION OF ANY STRUCTURAL MEMBERS, THE CONTRACTOR SHALL COMPLETE THIS SITE REVIEW OF CRITICAL "TIE-IN" DIMENSIONS AND CONFIRM ALL DIMENSIONS TO ENSURE PROPER FIT OF NEW WORK TO EXISTING. REPORT ANY DISCREPANCIES TO RJC PRIOR TO STARTING WORK.
- COMMENCEMENT OF CONSTRUCTION OR ANY PART THEREOF CONSTITUTES ACCEPTANCE OF EXISTING CONDITIONS AND MEANS DIMENSIONS AND ELEVATIONS HAVE BEEN CONSIDERED, VERIFIED AND ARE ACCEPTABLE.

STRUCTURAL STEEL - GENERAL

- STRUCTURAL STEEL SECTIONS SHALL BE NEW AND CONFORM TO THE FOLLOWING U.O.:
 - A. C, L, M, MC, MT, S, AND CSA G40.21 GRADE 300W, ST SHAPES
 - AST A572 OR ASTM A572 GRADE 50

rjc Creative Thinking Practical Results

Read Jones Christoffersen Ltd.
Engineers
rjc.ca

1010 del la Gauchetière O,
bureau 2260
Montréal, QC H3B 2N2 Canada
tel 514-541-0200

DO NOT BUILT WITH THESE DRAWINGS

No.	Description	Date	By
2	For Tender	2023-08-30	AG
1	For Comments	2023-07-03	FB

Drawing Notes

- All drawings, plans, models, designs, specifications and other documents prepared by Read Jones Christoffersen Ltd. ("RJC") and used in connection with this project are instruments of service for the work shown in them (the "Work") and as such are and remain the property of RJC whether the Work is executed or not, and RJC reserves the copyright in them and in the Work executed from them, and they shall not be used for any other work or project.
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Seal

2023-08-30

For Tender

Project Name

Mohawk Council of Kahnawake Library

Sheet Title

GENERAL NOTES AND GENERAL DETAILS

Drawn By **M.MO** Scale **As indicated**

Designed By **F.B.** Date **2023-08-30**

RJC Project Number **MON.134959.0002**

Sheet Number _____ Revision _____

S001

2023-07-03 4:51:22 PM

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1	For Comments	2023-07-03	FB
No.	Revision	Date	By

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2023-08-30



For Tender

Project Name

**Mohawk Council of
Kahnawake Library**

Sheet Title

BASEMENT

Drawn By **M.MO** Scale

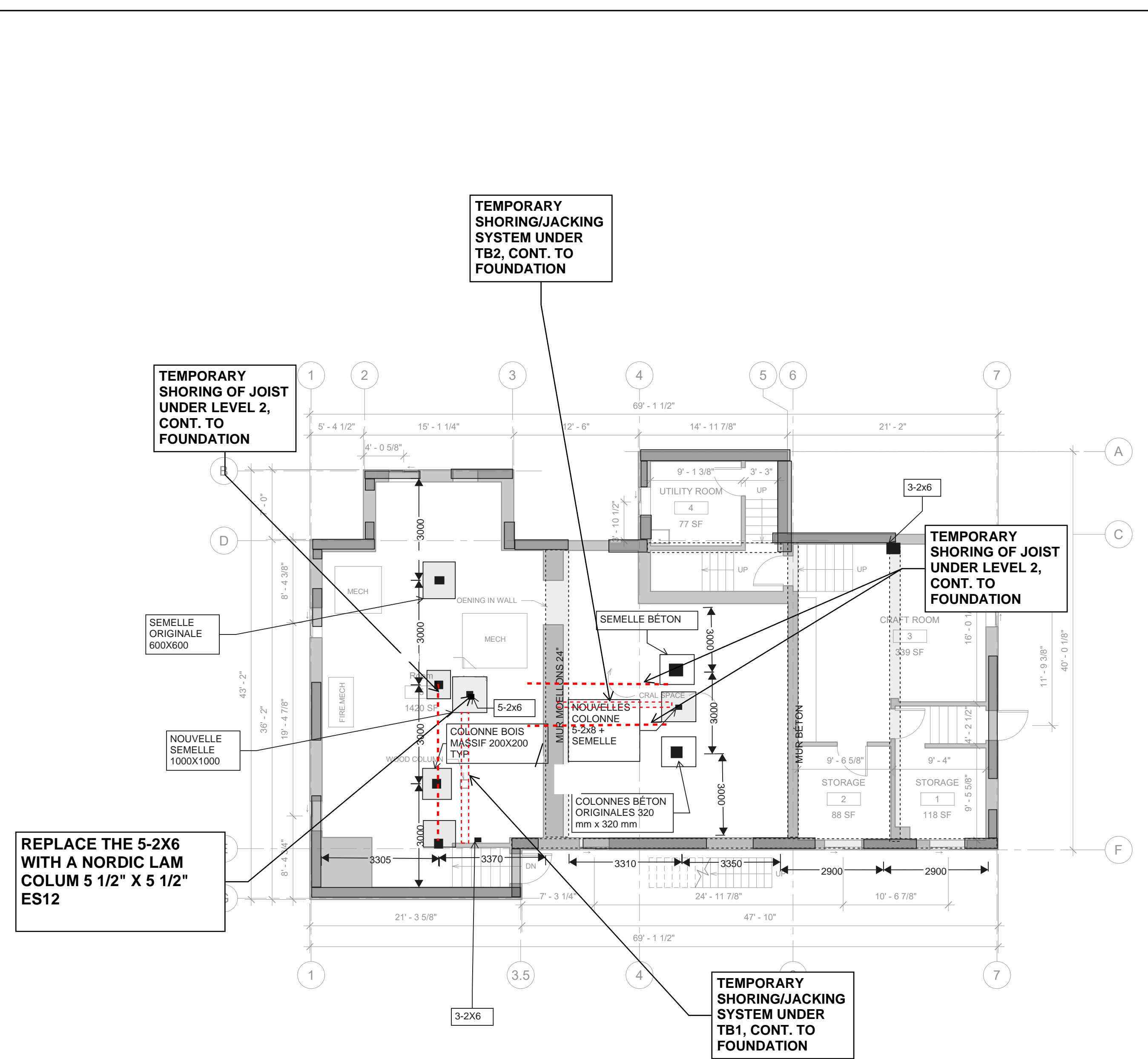
Designed By **F.B.** Date **2023-08-30**

RJC Project Number **MON.134959.0002**

Sheet Number Revision

S100

2023-07-03 4:51:22 PM



1 BASEMENT PLAN
3/16" = 1'-0"

- NOTES:**
- DRAWINGS ARE BASED ON EXISTING DRAWINGS PROVIDED BY KAHNAWAKE MOHAWK COUNCIL AND ON ON SITE SURVEY BY RJC. DIMENSIONS ARE APPROXIMATE AND SHOULD BE CONFIRM ON SITE BEFORE FABRICATING/INSTALLING THE REINFORCEMENTS
 - THE SEQUENCES OF WORK GIVEN HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SEQUENCES AND TEMPORARY WORK, AS INDICATED IN THE GENERAL NOTES
 - THE LEVELING WORK OF THE FLOOR MAY CAUSE CRACKING OF FLOOR FINISHES, GYPSUM PARTITIONS, AND OTHER FINISHES. FOR THIS PURPOSE, ACCOUNT FOR REPAIR WORK OF DAMAGED ELEMENTS WHEN PLANING WORK SCHEDULE AND BUDGET.
 - ELEMENTS OF THE EXISTING STRUCTURE ARE SHOWN IN GRAY WHILE CORRECTIVE ELEMENTS ARE SHOWN IN BLACK
 - DESIGN LOADS CONSIDERED FOR REINFORCEMENT:
- ROOF: DEAD LOAD = 0.87 kPa, SNOW LOAD = 2.48 kPa
- SECOND FLOOR: DEAD LOAD = 1.58 kPa, LIVE LOAD = 2.40 kPa
 - REFER TO TEMPORARY WORK NOTES ON S001
 - QUOTES MUST INCLUDE WORK AND MATERIAL TO RESTORE FINISHES (GYPSUM, FLOORS, ETC..) AFTER THE REINFORCEMENT WORKS

DO NOT BUILT WITH THESE DRAWINGS

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2	For Tender	2023-08-30	AG
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2023-08-30



For Tender

Project Name

**Mohawk Council of
Kahnawake Library**

Sheet Title

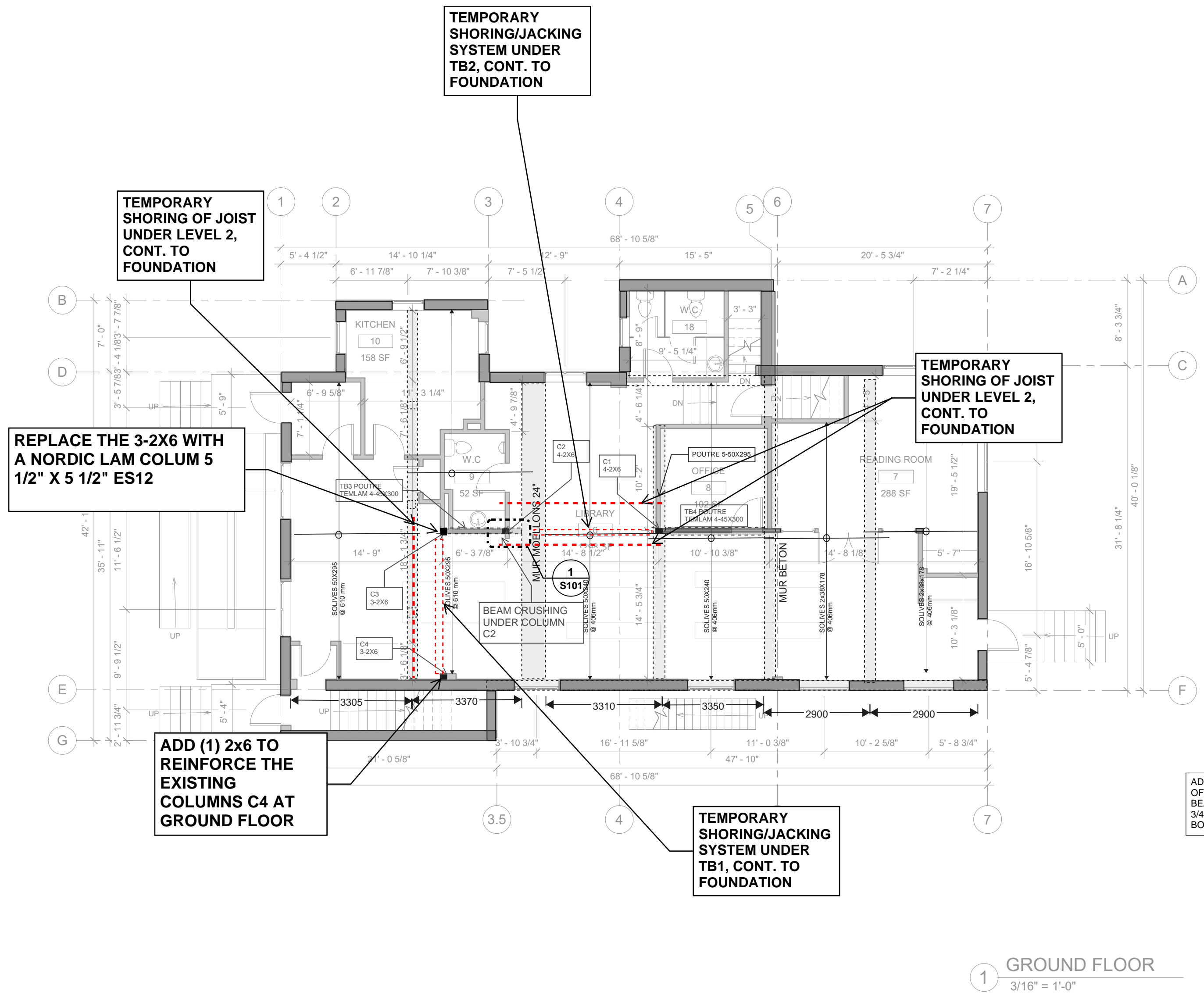
GROUND FLOOR

Drawn By **M.MO** Scale
Designed By **F.B.** Date **2023-08-30**
RJC Project Number **MON.134959.0002**

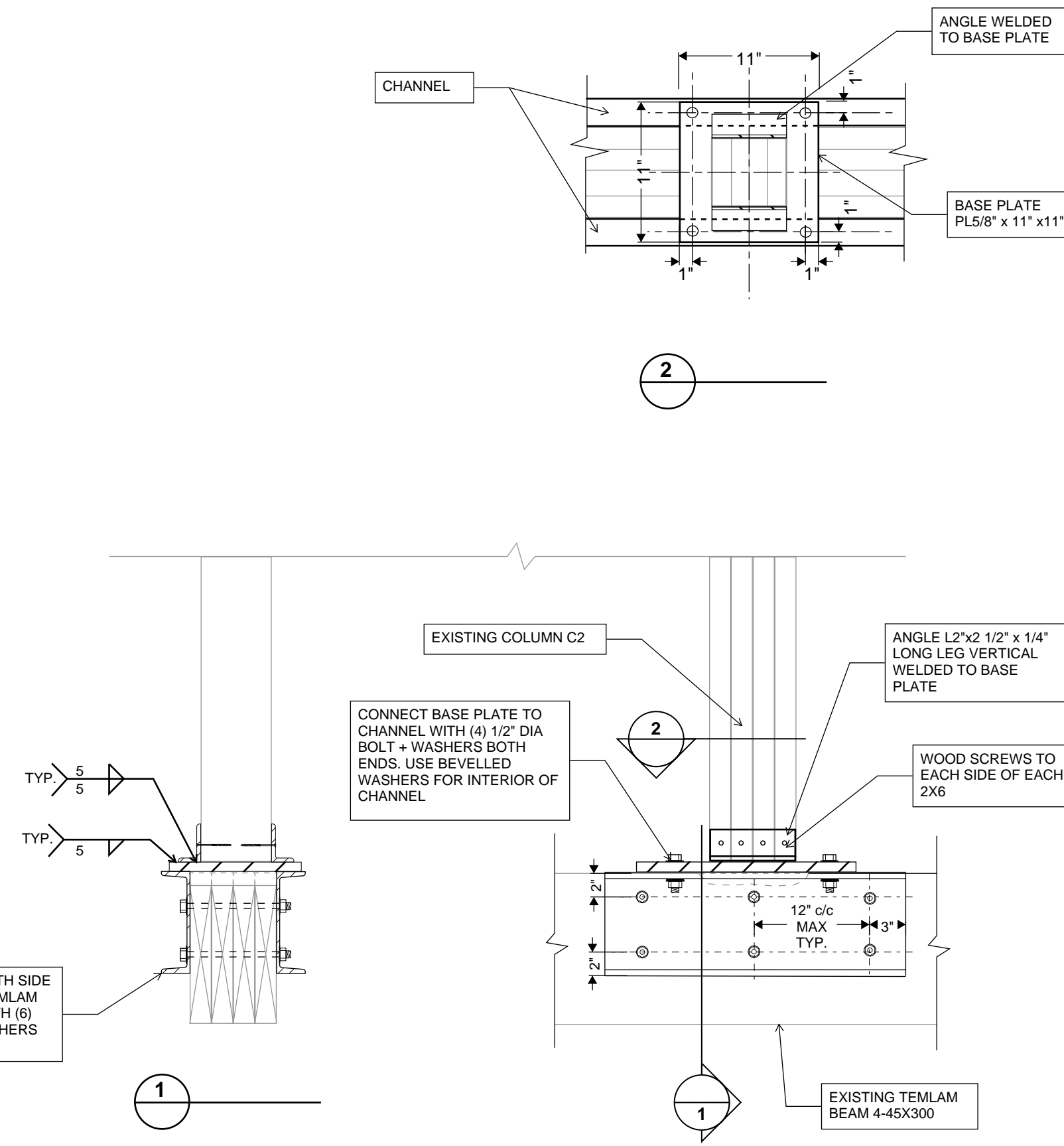
Sheet Number Revision

S101

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1 GROUND FLOOR
3/16" = 1'-0"



1 BEAM CRUSHING UNDER COLUMN REPARATION
1:10

PROPOSED WORK SEQUENCE:

- AT THE SAME TIME AS PERFORMING THE TB2 BEAM REINFORCEMENTS, PERFORM THE CORRECTIVE DETAILS SHOWN HERE. TEMPORARY SHORING SYSTEM SHOULD BE IN PLACE AND THE COLUMN SHOULD BE TAKING NO LOAD
- DISCONNECT THE COLUMN FROM THE BEAM UNDER
- ADD ON BOTH SIDE REINFORCING ELEMENTS WITH TOP OF STEEL AT SAME ELEVATION AS TOP OF WOOD (BEFORE CRUSHING)
- INSTALL BASE PLATE AN CONNECT TO CHANNELS
- REINSTALL EXISTING COLUMN AND CONNECT TO BASE PLATE AS PER DETAIL 1/S101

NOTES:

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- ELEMENTS OF THE EXISTING STRUCTURE ARE SHOWN IN GRAY WHILE CORRECTIVE ELEMENTS ARE SHOWN IN BLACK
- DESIGN LOADS CONSIDERED FOR REINFORCEMENT:
- ROOF: DEAD LOAD = 0.87 kPa, SNOW LOAD = 2.48 kPa
- SECOND FLOOR: DEAD LOAD = 1.58 kPa, LIVE LOAD = 2.40 kPa
- REFER TO TEMPORARY WORK NOTES ON S001
- QUOTES MUST INCLUDE WORK AND MATERIAL TO RESTORE FINISHES (GYPSUM, FLOORS, ETC..) AFTER THE REINFORCEMENT WORKS

DO NOT BUILT WITH THESE DRAWINGS

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1	For Comments	2023-07-03	FB
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2023-08-30



For Tender

Project Name

**Mohawk Council of
Kahnawake Library**

Sheet Title

SECOND FLOOR

Drawn By

M.MO

Scale

Date

2023-08-30

RJC Project Number

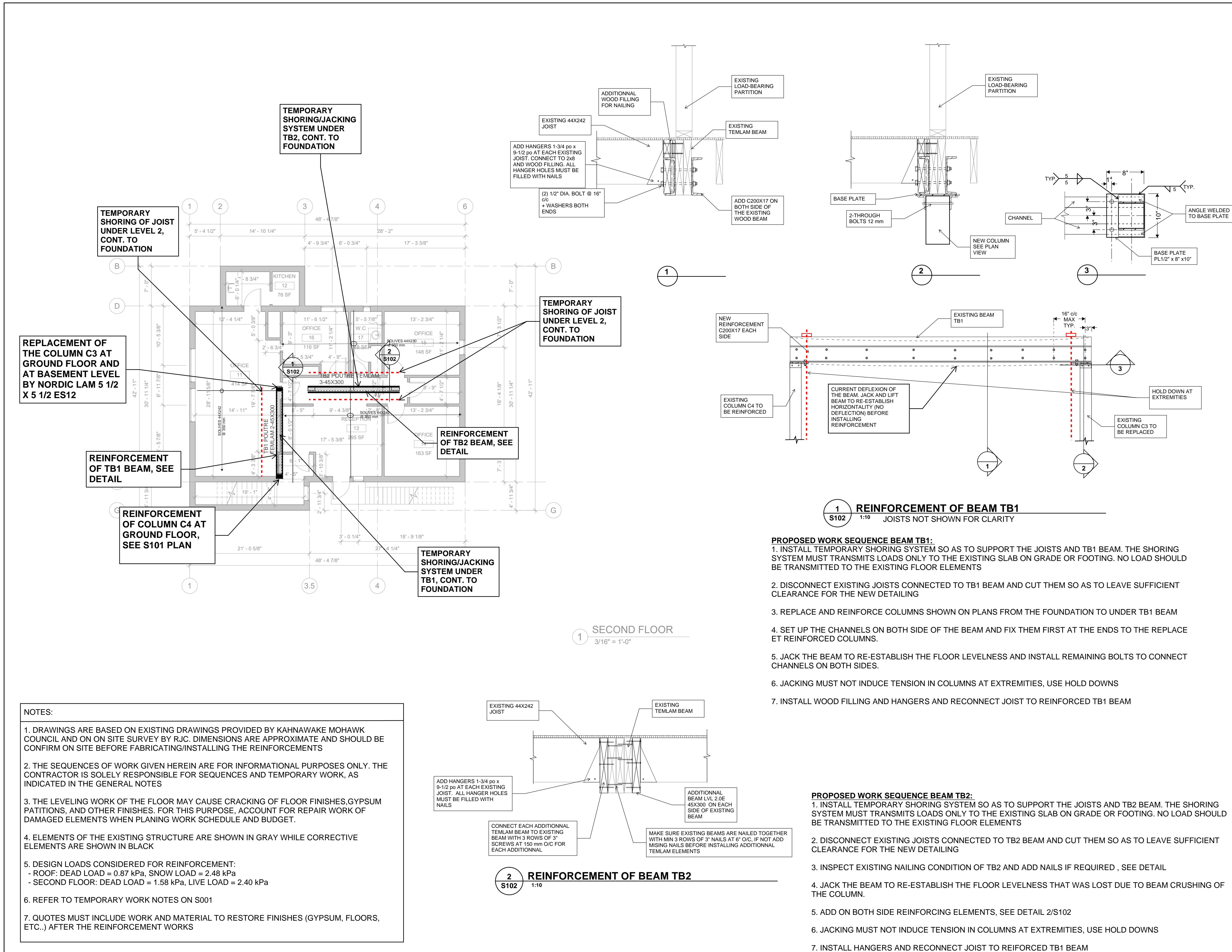
MON.134959.0002

Sheet Number

S102

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Revision



NOTES:

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- THE LEVELING WORK OF THE FLOOR MAY CAUSE CRACKING OF FLOOR FINISHES, GYPSUM PARTITIONS, AND OTHER FINISHES. FOR THIS PURPOSE, ACCOUNT FOR REPAIR WORK OF DAMAGED ELEMENTS WHEN PLANING WORK SCHEDULE AND BUDGET.
- ELEMENTS OF THE EXISTING STRUCTURE ARE SHOWN IN GRAY WHILE CORRECTIVE ELEMENTS ARE SHOWN IN BLACK
- DESIGN LOADS CONSIDERED FOR REINFORCEMENT:
- ROOF: DEAD LOAD = 0.87 kPa, SNOW LOAD = 2.48 kPa
- SECOND FLOOR: DEAD LOAD = 1.58 kPa, LIVE LOAD = 2.40 kPa
- REFER TO TEMPORARY WORK NOTES ON S001
- QUOTES MUST INCLUDE WORK AND MATERIAL TO RESTORE FINISHES (GYPSUM, FLOORS, ETC.) AFTER THE REINFORCEMENT WORKS

- PROPOSED WORK SEQUENCE BEAM TB1:**
- INSTALL TEMPORARY SHORING SYSTEM SO AS TO SUPPORT THE JOISTS AND TB1 BEAM. THE SHORING SYSTEM MUST TRANSMITS LOADS ONLY TO THE EXISTING SLAB ON GRADE OR FOOTING. NO LOAD SHOULD BE TRANSMITTED TO THE EXISTING FLOOR ELEMENTS
 - DISCONNECT EXISTING JOISTS CONNECTED TO TB1 BEAM AND CUT THEM SO AS TO LEAVE SUFFICIENT CLEARANCE FOR THE NEW DETAILING
 - REPLACE AND REINFORCE COLUMNS SHOWN ON PLANS FROM THE FOUNDATION TO UNDER TB1 BEAM
 - SET UP THE CHANNELS ON BOTH SIDE OF THE BEAM AND FIX THEM FIRST AT THE ENDS TO THE REPLACE ET REINFORCED COLUMNS.
 - JACK THE BEAM TO RE-ESTABLISH THE FLOOR LEVELNESS AND INSTALL REMAINING BOLTS TO CONNECT CHANNELS ON BOTH SIDES.
 - JACKING MUST NOT INDUCE TENSION IN COLUMNS AT EXTREMITIES, USE HOLD DOWNS
 - INSTALL WOOD FILLING AND HANGERS AND RECONNECT JOIST TO REINFORCED TB1 BEAM

- PROPOSED WORK SEQUENCE BEAM TB2:**
- INSTALL TEMPORARY SHORING SYSTEM SO AS TO SUPPORT THE JOISTS AND TB2 BEAM. THE SHORING SYSTEM MUST TRANSMITS LOADS ONLY TO THE EXISTING SLAB ON GRADE OR FOOTING. NO LOAD SHOULD BE TRANSMITTED TO THE EXISTING FLOOR ELEMENTS
 - DISCONNECT EXISTING JOISTS CONNECTED TO TB2 BEAM AND CUT THEM SO AS TO LEAVE SUFFICIENT CLEARANCE FOR THE NEW DETAILING
 - INSPECT EXISTING NAILING CONDITION OF TB2 AND ADD NAILS IF REQUIRED, SEE DETAIL
 - JACK THE BEAM TO RE-ESTABLISH THE FLOOR LEVELNESS THAT WAS LOST DUE TO BEAM CRUSHING OF THE COLUMN.
 - ADD ON BOTH SIDE REINFORCING ELEMENTS, SEE DETAIL 2/S102
 - JACKING MUST NOT INDUCE TENSION IN COLUMNS AT EXTREMITIES, USE HOLD DOWNS
 - INSTALL HANGERS AND RECONNECT JOIST TO REFORCED TB1 BEAM

INSTRUCTIONS TO BIDDERS - PROFESSIONAL SERVICES

The proposal must be developed and submitted to the Mohawk Council of Kahnawá:ke (MCK) following the instructions indicated in the present document. MCK will consider entering into a contract for the implementation of the most acceptable proposal.

It is the bidder's responsibility to:

- a. Return one (1) signed original of the RFP in the format requested in this section,
- b. Direct the RFP only to the proposal receiving address specified in section 2.3,
- c. Ensure that the General Contractor's name and address and date and time, of the proposal submission, are legible and clearly visible on the submitting envelope,
- d. Provide a comprehensive and complete proposal, including price and all requested information which will allow completing the evaluation in accordance with the conditions set out in this RFP.

2.1 Proposal submission requirements:

- 1 The submitted documents shall include a cover page with the bidder's full business name and address and project's name and number.
- 2 Submit the proposal and estimate as a single document as a digital PDF format, or by a physical copy.
- 3 Prepare the proposal following the format set out in this instruction to bidders,
- 4 Any alteration to the printed sections of the RFP documentation may render it liable to rejection. Alterations, corrections, changes, or erasures made to statements or figures entered on the RFP by the bidder must be initialed by the person(s) signing the bid.
- 5 Fully fill bids forms in accordance with the requirements:
- 6 Submit form 1 (Proposal Information Sheet) and form 2 (Cost of Services). Both forms shall be filled in, signed, and be submitted in the requested number of copies.
- 7 Provide proof of License and Liability Insurance of not less than \$2,000,000

2.2 Proposal format and content:

The proposal shall be prepared and presented as follows:

- a. The proposal must be prepared and presented in English.
- b. The proposal must contain all the information outlined in this section.
- c. The bidder must submit the Proposal Information sheet. The Proposal Information Sheet must be completely filled in and signed.

- d. Where a bidder intends to hire a subcontractor(s), all of the information requested in the present section must be provided in full for each subcontractor working in this project.

2.3 Proposal receiving address:

The signed proposal shall be delivered, not later than the stipulated proposal closing time, to the following electronic mailing address, or physical address:

Kanento.patton@mck.ca

Mr. Kanento Patton - Project Manager

Attn: Mr. Chris Stacey

Mohawk Council of Kahnawake
Asset Management Department
PO Box 720, 2006 Old Malone
Highway, Kahnawake, Quebec,
J0L 1B0

2.4 Proposal closing time:

Tenders conforming to present RFP shall be delivered no later than 12:00 noon, local time on **Friday, December 15th, 2023**.

Tenders must be received at the stipulated proposal receiving address on or before the stipulated proposal closing time. Tenders received after this time will not be considered and will be returned unopened.

2.5 Revision of Proposal:

A proposal submitted in accordance with the present instructions may be revised by letter or facsimile provided the revision is received at the office designated for the reception of bids on, or before, the time and date set for the closing of tenders. The facsimile must be on the bidder's letterhead or bear a signature that identifies the bidder. A revision to a unit price bid must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

2.6 Additional:

Prior to contract award, bidders may be requested by the MCK to provide additional information to clarify and support the proposal's content i.e. experience, supervisory staff, breakdown of price or any other information relating to their proposal.

2.7 Enquiries:

All enquiries must be made prior to the proposal closing time and shall be addressed to the project manager to the information listed in section 1.6

2.8 Proposal Evaluation Criteria:

A MCK Evaluation team assesses all proposals for content and for cost of services.

STIPULATED PRICE BID FORM

Project/Contract: [Skawenniio Library Structural Repair]

Project/Contract No.: [] 231023

From (Bidder):

_____ *company name*

_____ *street address or postal box number*

_____ *city/town, province, and postal code*

To (Owner):

[Mohawk Council of Kahnawake - Kanento Patton]
[Kahnawake Office Complex Security Desk, 2006 Old Malone Highway or
Kanento.patton@mck.ca]

We, the undersigned, having examined the Bid Documents for the above-named project/contract, including Addendum Number(s) _____, and having visited the Place of the Work, hereby offer to perform the Work in accordance with the Bid Documents, for the stipulated [base bid] price of:

\$ _____ in Canadian dollars, excluding Value Added Taxes.
amount in figures

We, the undersigned, declare that:

[(a) we agree to perform the Work within the required completion time specified in the Bid Documents,]

[or]

[(a) we agree to attain Substantial Performance of the Work within _____ [YYYY-MM-DD] after receiving notice of contract award,]

(b) we have arrived at this bid without collusion with any competitor,

(c) this bid is open to acceptance by the Owner for a period of [90] [] days from the date of bid closing, and

(d) all bid form supplements called for by the Bid Documents form an integral part of this bid.

Signatures:

Signed and submitted by:

company name

name and title of authorized signing officer

signature of authorized signing officer

name of witness

signature of witness

name and title of authorized signing officer

signature of authorized signing officer

name of witness

signature of witness

Dated this _____ day of _____, 20 _____.

3 GENERAL CONDITIONS

GENERAL CONDITIONS

- | | |
|---------------------------------|---|
| 1 Interpretation | .1 In this contract |
| | .1 "Contract" means the whole of the signed Proposal, the Specifications, terms of reference or description of services as well as these General Conditions. |
| | .2 "Council" includes a person acting for the Mohawk of Kahnawá:ke and any of his/her representatives appointed for the purpose of the contract. |
| | .3 "Work" includes the whole of the works, materials, matters, and things required to be done, furnished and performed by the General Contractor under the Contract. |
| | .4 "Herein", "hereby", "hereof", and similar expressions refer to the Contract as a whole and not to any particular sub-division or part thereof. |
| | .2 The marginal notes in the Contract form no part of the Contract but shall be deemed to be inserted for the convenience of reference only. |
| 2 Successors and Assigns | The Contract shall ensure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns. |
| 3 Assignment and Subcontracting | .1 The Contract may not be assigned without the written consent of the Council. |
| | .2 Neither the whole or any part of the work may be subcontracted by the General Contractor without the written consent of the Council and every subcontract shall incorporate all the terms and conditions of this Contract which can reasonably be applied thereto. |
| 4 Members of the Council | .1 No member of the Council shall be admitted to any share or part of the Contract or to any benefit arising there from. |

- 10 Project Manager
- .1 The Project Manager shall decide whether the work been performed in accordance with the Contract and whether the labor, materials, tools and equipment used in the execution of the work are adequate for the performance of the work.
 - .2 The Project Manager may order additional work, dispense with, or change any part of the work required by the Contract. The Project Manager shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the General Contractor and the contract amount will be increased or decreased accordingly by an amount calculated in accordance with section 25.
 - .3 In reaching a decision under subsection 10.1, the Project Manager may establish and utilize such a system or systems of inspection and rating of the work as he/she sees fit.
 - .4 The General Contractor shall comply with any direction of the Project Manager given under subsection 10.1 and 10.2.

11 Delay, Non-Compliance or Default by the General Contractor

If the General Contractor fails to comply with a direction Representative properly given, or is in default in under the Contract, the Project Manager may do such things as he/she deems necessary to correct the General Contractor's default. The General Contractor will reimburse the Council for all costs, expenses and damage incurred or sustained by the Council, by reason of the General Contractor's default, or in correcting the default.

12 Termination or Suspension

BY THE MOHAWK COUNCIL OF KAHNAWÁ:KE

1) If the General Contractor is shown to be in default in the performance of any of the General Contractor's material obligations set forth in the contract, then the Council may, by written notice to the General Contractor, require such default to be corrected. If within 30 days after receipt of such notice such default has not been corrected or reasonable steps to correct such default shall not have been taken, the Council, may, without limiting any other right or remedy the Council may have, immediately terminate the contract and make settlement for services rendered and reimbursable expenses incurred pursuant to the contract and remaining unpaid as of effective date of such termination.

2) If the Council is unwilling or unable to proceed with the project, the Council may suspend or terminate the contract by giving 30 days prior written notice to the General Contractor. Upon receipt of such notice, the General Contractor shall perform no further services other than those reasonably necessary to suspend or close out the project. In such event the General Contractor shall be paid by the Council for services performed and reimbursable expenses incurred pursuant to the contract and remaining unpaid as of effective date of such termination or suspension.

3) If the General Contractor is practicing as an individual and is unable to satisfactorily perform services for a period of 30 days or for an aggregate of 45 days in any 3 month period, the Council may terminate the contract upon giving 7 days' notice to the General Contractor and shall pay for services rendered and reimbursable expenses incurred pursuant to the contract and remaining unpaid as of effective date of such termination.

BY THE GENERAL CONTRACTOR

1) If the Council is shown to be in default in the performance of any of the Council’s material obligations set forth in the contract, including payment of the General Contractor’s fee as required in the contract, then the General Contractor may, by written notice to the Council, require such default to be corrected. If within 30 days after receipt of such notice such default shall not have been corrected the General Contractor may, without limiting any other right or remedy he may have, immediately terminate the contract. In such event the General Contractor shall be paid for all services performed and reimbursable expenses incurred pursuant to the contract and remaining unpaid as of effective date of such termination.

2) If the General Contractor’s services are suspended by the Council for more than 30 consecutive or non-consecutive days through no fault of the General Contractor, then the General Contractor shall have the right at any time until such suspension is lifted by the Council, without limiting any other right or remedy the General Contractor may have, to terminate the contract upon giving written notice. In such event the General Contractor will be paid by the Council for services satisfactorily performed and reimbursable expenses incurred pursuant to the contract and remaining unpaid as of effective date of such termination.

- 13 Arbitration In the event of a dispute between the parties arising out of or related to this project, the matter could be submitted to arbitration pursuant to the Kahnawá:ke Communal Arbitration Procedure, attached hereto as Kahnawá:ke Communal Arbitration Procedure.

- 14 Notices, Orders, All notices, whether issued by the project manager or the General Contractor, shall be deemed to have been properly given and received within 3 business days if made in writing to the other party by registered mail, telegram, fax, or personal delivery, addressed to their regular place of business.

- 15 Records to be The General Contractor shall during the Term of the Contract and for a period Kept of two years from the date of completion of the Contract maintain and keep full records of his/her estimates of and actual cost to him/her of the work together with all proper quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available for copy, audit or inspection by any person acting on behalf of the Council.

- 16 Non-Waiver A waiver or acquiescence by the Council or the-Project Manager of a default by the General Contractor any of its obligations under the Contract, or the choice of a remedy by the Council or Project Manager as a resultof any such default on the part of the General Contractor, shall not affect or prejudice the rights of the Council or the Project Manager, either in respect of any future default by the General Contractor in any of its obligations under the Contract, or in the choice of a remedy as a result of any such future default.
- 17 Privileged Any information made available to the General Contractor
related to the Information services shall be treated as privileged and confidential
by the

General Contractor except where the nature of the services requires the release of such information or where such release is authorized by the Project Manager.
- 18 Property of Technical documentation conceived or developed or first actually
documents and reduced to practice in performing the services under the contract shall
Copyright be the property of the Council and the General Contractor shall have
no rights

in and to the same. The General Contractor shall not divulge or use such technical documentation other than in performing the services under the contract.
- 19 Conflict of The General Contractor declares that the General Contractor has no
pecuniary interest Interest in the business of any third party that would cause a conflict
of interest or seem to cause a conflict of interest in the performance
of the services. Should such an interest be acquired during the term of
the contract, the General Contractor shall declare it immediately to
the Project Manager.
- 20 General Contractor Status This is a contract for the performance of services and
the General Contractor is engaged under the contract as an
independent General Contractor for the sole purpose of providing the
services. Neither the General Contractor nor any of the General
Contractor’s personnel is engaged under this contract as an employee,
servant or agent of the Council. The General Contractor agrees to be
solely responsible for any and all payments and deductions required to
be made by law including those required for Canada or Québec
Pension Plans, Unemployment Insurance, Worker's Compensation, or
Income Tax.
- 21 Amendments and This contract may not be amended nor modified nor shall any of its
Waivers terms and conditions be waived except by agreement in writing
executed by both parties.

- 22 Time of Essence Time is of the essence of the contract.
- 23 Currency All amounts of money are in legal Canadian Funds.

6 KAHNAWÁ:KE COMMUNAL ARBITRATION PROCEDURE

KAHNAWÁ:KE COMMUNAL ARBITRATION PROCEDURE

1. The Arbitration proceedings are voluntary and both parties who wish to submit to this procedure must fill in a form called “The Agreement to Submit to Arbitration” as well as another form called “Notice of Intent to Submit to Arbitration”.

Once both parties have submitted their dispute to arbitration, they immediately renounce all civil recourses to the COURT OF KAHNAWÁ:KE and to any other civil jurisdiction.

2. Each party has the right to choose one Arbitrator and each of the two Arbitrators thereby chosen shall together appoint a third arbitrator, and all three constitute the Arbitration Board which shall decide the dispute between the parties.
3. Each party to the Arbitration Proceedings is financially responsible for the presentation of its own witnesses and for making sure that their witnesses attend the Arbitration Proceedings.

Each of the parties may subpoena their own witnesses by the Clerk or one of the Justices of the Peace of Kahnawá:ke.

4. Both parties can settle the dispute that is before the Arbitration Board, on their own, and after the Board has been notified of such a settlement, the proceedings before the Board are thereby terminated.
5. An arbitration Award decided by the Board becomes executor when recognized by the COURT OF KAHNAWÁ:KE, and after such recognition, the Award constitutes a judgment of the COURT OF KAHNAWÁ:KE.

Any party to the Arbitration Proceedings may by motion apply to the COURT OF KAHNAWÁ:KE for the recognition of the Arbitration Award.

THE KAHNAWÁ:KE COMMUNAL ARBITRATION PROCEDURE

PART I

GENERAL PROVISIONS

1. All the provisions concerning arbitration proceedings apply to arbitration where the parties have no stipulations to the contrary and where the parties voluntarily submit their respective cases to these proceedings.

2. Where a civil action is brought regarding a dispute in a manner on which the parties have an arbitration agreement, the arbitration proceedings may nevertheless be commenced or pursued an award made at any time, which the case is pending before the court, on the application of both parties to the arbitration agreement.
3. A judge of or the Court of Kahnawá:ke cannot intervene in any question governed by these proceedings, except in the cases provided for herein.
4. A judge of or the Court of Kahnawá:ke may grant provisional measures before or during arbitration proceedings on the motion of one of the parties.
5. The service of documents shall be made by the Peacekeepers of Kahnawá:ke.
6. The appointment of arbitrators is voluntary and without compensation.

PART II APPOINTMENT OF ARBITRATORS

1. There shall be three (3) arbitrators. Each party shall appoint one (1) arbitrator and the two so appointed shall appoint the third.
2. If one of the parties fails to appoint an arbitrator within thirty (30) days after having been notified by the other party to do so, or if the arbitrators fail to concur on the choice of the third arbitrator within thirty (30) days after their appointment, a judge of the Court of Kahnawá:ke shall make the appointment on the motion of one of the parties.
3. The decision of the judge under section 2 of this Part is final and without appeal.

PART III INCIDENTAL CESSATION OF ARBITRATOR'S APPOINTMENT

1. An arbitrator may be refused:
 - a) If he is related or allied to one of the parties within the degree of cousin-german inclusively;
 - b) If he himself is a party to an action involving a question similar to the one in dispute;
 - c) If he has given advice on the matter in dispute or if he has made known his opinion outside the arbitration proceedings;
 - d) If he is directly interested in an action pending before a court, in which any of the parties is involved;
 - e) If he has any interest in favoring any of the parties;

- f) If he does not have the qualifications agreed to by the parties;
2. An arbitrator must declare to the parties any ground of recusation to which he is liable.
3. The party having appointed an arbitrator may propose his recusation only on a ground of recusation which has arisen or been discovered since the appointment.
4. The party proposing recusation shall make a written statement of his reasons to the arbitrators within fifteen days after becoming aware of the appointment of all the arbitrators or of a ground of recusation.

If the arbitrator whose recusation is proposed does not withdraw or the other party does not accept the recusation, the other arbitrators shall come to a decision on the matter.

5. If the recusation cannot be obtained under section 4 of Part III, a party may within thirty days of being so advised apply to a judge of the Court of Kahnawá:ke to decide the matter.

The arbitrators, including the arbitrator whose recusation is proposed, may continue the arbitration proceedings and make their award while such a case is pending.

6. If an arbitrator is unable to perform his duties or fails to perform them in a reasonable time, a party may apply to a judge of the Court of Kahnawá:ke to have his appointment revoked.
7. If the procedure of recusation or revocation of appointment of an arbitrator contained in the arbitration agreement proves difficult to put into practice, a judge of the Court of Kahnawá:ke may on the motion of one of the parties decide the matter of the recusation or revocation of appointment.
8. The judge's decision on the matter of recusation or revocation of appointment is final and without appeal.
9. The prescribed procedure for the appointment of an arbitrator applies for his replacement.

PART IV COMPETENCE OF ARBITRATORS

1. The arbitrators may decide the matter of their own competence;
2. If the arbitrators declare themselves competent during arbitration proceedings, the parties thereby renounce their respective recourses to the Court of Kahnawá:ke or to any other Court jurisdiction, if the parties have voluntarily submitted themselves to these arbitration proceedings;

PART V

ORDER OF ARBITRATION PROCEEDINGS

1. A party intending to submit a dispute to arbitration must notify the other party in writing of his intention, specifying the matter in dispute.

Both parties must voluntarily submit the dispute to arbitration in writing.

The forms of “notice of intention” and the “agreement to submit to arbitration” must be submitted to the arbitration director or officer responsible for implementing the arbitration proceedings.

Once both parties have voluntarily submitted their dispute to arbitration, they are deemed to have renounced all civil Recourses to the Court of Kahnawá:ke and to any other Civil jurisdiction.

Once both parties have voluntarily submitted their dispute to arbitration, they are deemed to have submitted to voluntary execution of the decision of the arbitrators.

2. The arbitrators shall proceed to the arbitration according to the procedure they determine. They have all the necessary powers for the exercise of their jurisdiction including the power to appoint an expert.
3. The arbitrators may require each of the parties to produce a statement of his claims with the supporting documents within an allotted time.
Each of the parties shall transmit a copy of the statement and documents to the opposite party within the same time.

Every expert’s report or other document, which the arbitrators may invoke in support of their decision, must be transmitted to the parties.

4. Proceedings are oral. A party may nevertheless produce a written statement.
5. The arbitrators must give notice to the parties of the date of the hearing and, where such is the case, the date on which they will inspect the property or visit the place.
6. The arbitrators shall record the default, and may continue the arbitration proceedings if one of the parties fails to state his claims, to appear at the hearing or to produce the evidence in support of his claims.

If the party having submitted the dispute to arbitration fails to state his claims the arbitrators shall terminate the proceedings, unless one of the other parties’ objects.

However, in cases of urgency a judge of the Court of Kahnawá:ke may by special order entered on the writ of subpoena, reduce the delay for service, but it cannot be made less than twenty-

four (24) hours before the time fixed for appearance.

7. A witness may be summoned to declare what he knows, to produce some document, or to do both.

Each party to the arbitration proceedings is financially responsible for the presentation of its own witnesses, and for making sure they attend the arbitration proceedings.

8. The arbitrators have the power to administer oaths and receive solemn affirmations.
9. A witness cannot be compelled to divulge any communication made to him or her by his or her consort during the marriage.
10. A witness cannot refuse to answer for reason that his reply might tend to incriminate him or to expose him to a legal proceeding of any kind; but he may object on that ground and ask for the application of section 13 of the Canadian Charter of Rights and Freedoms of the Constitution Act of 1982.
11. If the examination of a witness cannot be completed on the day he appears, he is bound to attend on the next following juridical day, or on such other day as is indicated to him by the arbitrators and entered in the minutes of the arbitration proceedings.
12. The arbitrators shall settle the dispute according to the rules of law, which they consider appropriate and, where applicable, determine the amount of the damages.
They cannot act as amiable compositors except with the prior concurrence of the parties.
They decide, in all cases, according to the stipulations of the contract and according to the customs and usages applicable in that field.
13. Every decision of the arbitrators shall be rendered by a majority of voices, in writing.

One arbitrator, with authorization of the parties or of all the other arbitrators may decide questions of procedure.

Written decisions must be signed by all the arbitrators; if one of them refuses to sign or cannot sign, the others must record that fact and the decision has the same effect as if it were signed by all of them.

PART VI ARBITRATION AWARD

1. The arbitrators are bound to keep the advisement secret. Each of them may nevertheless, in the award, state his conclusions and the reasons on which they are based.
2. If the parties settle the dispute, the arbitrators shall record the agreement in an arbitration award.
3. The arbitration award must be made in writing within thirty (30) days from the day of the last sitting, by a majority of voices. It must state the reasons on which it is based and be signed by all the arbitrators. If one of them refuses to sign or is unable to sign, the others must record that fact and the award has the same effect as if it were signed by all of them.
4. The arbitration award must contain an indication of the date and place at which it was made. The award is deemed to have been made at the indicated date and place.
5. The arbitration award binds the parties upon being made. A copy signed by the arbitrators must be remitted to each of the parties immediately.
6. The arbitrators may, on the application of a party made within thirty (30) days after receiving the arbitration award;
 1. Correct any error in writing or calculation or any other clerical error in the award;
 2. Interpret a specific part of the award, with the prior agreement of the parties;
 3. Render a supplementary award on a part of the application omitted in the award;
 4. The interpretation forms an integral part of the award.
8. Any decision of the arbitrators correcting, interpreting or supplementing the award pursuant to an application contemplated in section 7 of Part VI must be rendered within thirty (30) days after the application.
9. Sections 1 and 5 of Part VI apply to the decision.
10. If the arbitrators do not render their decisions before the expiry of thirty (30) days from the date of termination of the proceeding, a party may apply to a judge of the Court of Kahnawá:ke to make any order for the protection of the rights of the parties.
11. The decision of the judge pursuant to section 10 of Part VI is final and without appeal.

PART VII RECOGNITION OF THE ARBITRATION AWARD

1. An arbitration award can be put into compulsory execution upon being recognized by the Court of Kahnawá:ke.
2. A party may, by motion, apply to the Court of Kahnawá:ke for the recognition of the arbitration award.

3. The Court examining a motion for recognition cannot inquire into the merits of the dispute.
4. The Court may postpone its decision of recognition if an application has been made to the arbitrators by virtue of section 7 of Part VI.
If the Court postpones its decision, it may, on the application of the party applying for recognition, order the other party to provide security.
5. The Court cannot refuse recognition of an arbitration award except on the proof that:
 - A. One of the parties was not qualified to submit to the arbitration proceedings or to enter into the arbitration agreement;
 - B. The party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitration proceedings;
 - C. The mode of appointment of arbitrators or the applicable arbitration procedure was not observed.
6. The Court cannot refuse recognition of an arbitration award of its own motion unless the award is contrary to public order.
7. The arbitration award as recognized by the Court is executor as a judgment of the Court of Kahnawá:ke.

PART VIII

ANNULMENT OF THE ARBITRATION AWARD

1. The only possible recourse against an arbitration award is an application for its annulment.
2. Annulment is obtained by a motion to the Court of Kahnawá:ke to annul the recognition order prior to execution of the recognition order.
3. Sections 3 to 6 of Part VII, adapted as required, apply to an application for annulment of an arbitration award.
4. On the application of one party, the Court if it considers it expedient may suspend the application for annulment for such time as it deems necessary to allow the arbitrators to take whatever measures are necessary to remove the grounds for annulment, even if the time of thirty (30) days has expired.

AGREEMENT TO SUBMIT TO ARBITRATION

We agree to submit the above-mentioned matter to arbitration, and we the undersigned hereby voluntarily renounce all civil recourses to the COURT OF KAHNAWÁ:KE and to any other civil jurisdiction.

We the undersigned also agree to voluntarily submit to any and all executions in relation to the decision of the arbitrators.

PLACE: _____

PLACE: _____

DATE: _____

DATE: _____

NAME: _____
(Party to arbitration)

NAME: _____
(Party to arbitration)

**NOTICE OF INTENTION
TO SUBMIT TO ARBITRATION PROCEEDINGS**

Date: _____

To: _____

Name & Address

From: _____

Name & Address

Please be advised that it is our intention to submit to arbitration the following matter:

(Description of matter to be arbitrated e.g. teacher's contract claim for services rendered or goods delivered).

**NOTICE OF INTENTION
TO SUBMIT TO ARBITRATION PROCEEDINGS**

Date: _____

To: _____
Name & Address

From: _____
Name & Address

Please be advised that it is our intention to submit to arbitration the following matter:

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PLACE: _____

PLACE: _____

DATE: _____

DATE: _____

NAME: _____

(Party to arbitration)

NAME: _____

(Party to arbitration)