

STRENGTH

PEACE

UNITY

Mohawk Council of Kahnawá:ke

P.O. Box 720
Kahnawá:ke Mohawk Territory
Tel.: (450) 632-7500 Fax: (450) 638-5958
www.kahnawake.com

Teshakoteriwakhsionnihse
ADMINISTRATION



REQUEST FOR PROPOSAL FOR NEW 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 – Kahnawake Office Complex
Office Renovations

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, June 16th, 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 - KAHNAWAKE OFFICE COMPLEX- OFFICE
RENOVATIONS

Attention: Mr. Kanento Patton
MOHAWK COUNCIL OF KAHNAWÁ:KE

REQUEST FOR PROPOSAL FOR NEW CONSTRUCTION

MOHAWK COUNCIL OF - KAHNAWAKE OFFICE COMPLEX – OFFICE RENOVATIONS

JUNE 2023

1 TERMS OF REFERENCE - PROFESSIONAL SERVICES

- 1.1 Project Name:
Mohawk Council of Kahnawá:ke – Office Complex – Office Renovation
- 1.2 Project No.:
230502
- 1.3 Location of Project: (See Figure 1)
- Kahnawake Office Complex,
2006 Old Malone Highway
Kahnawake, Quebec, J0L 1B0
- 1.4 Occupants/Users:
Office 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 is moving the Housing unit from KSCS head office and relocating them to the first floor in the Kahnawake Office Complex.

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:

- Construction of new steel stud partitions and installation of new doors.
- Coordinate with electrician to install electrical and data outlets.

1.10 Required Services:

1. Site Safety
 - A) Implement proper measures to minimize noise and dust from travelling throughout the office space.
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) Construct new 4 ½” steel stud walls measuring 8’-0” high from the floor. (See Figure 2).
 - B) Install new doors as indicated on the plan.
 - C) Plaster and Paint
 - D) Install finishing trim.

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 **July 28th, 2023**, or by an early 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)

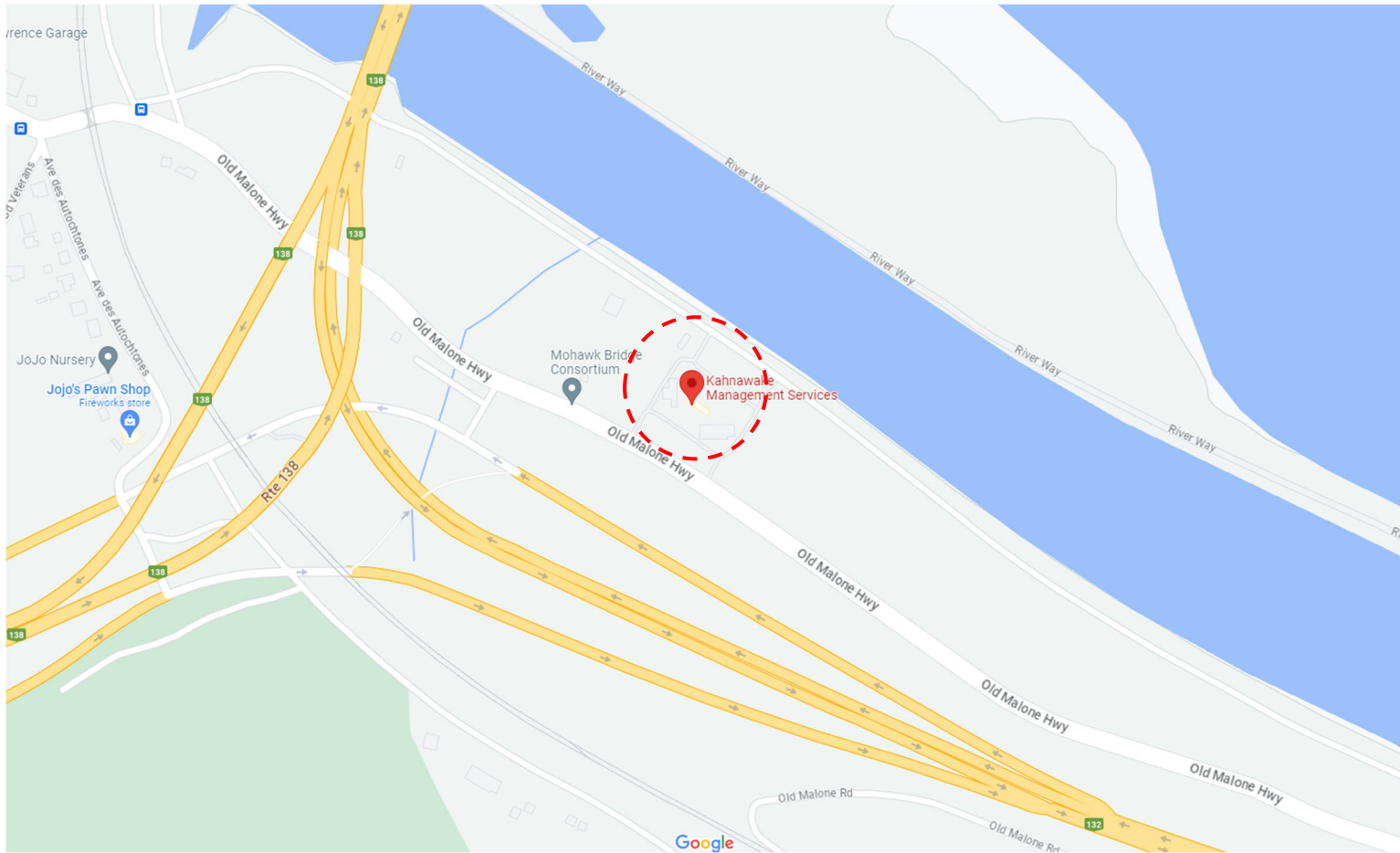


Figure 1: Location of the Kahanwake Office Complex : 1539, 2006 Old Malone, Road, Kahnawake, Quebec J0L 1B0



Mohawk Council Of Kahnawake
 1 Church Road
 P.O. Box 720, JOL 1B0
 Mohawk Territory of Kahnawake

Rev	Description	Date

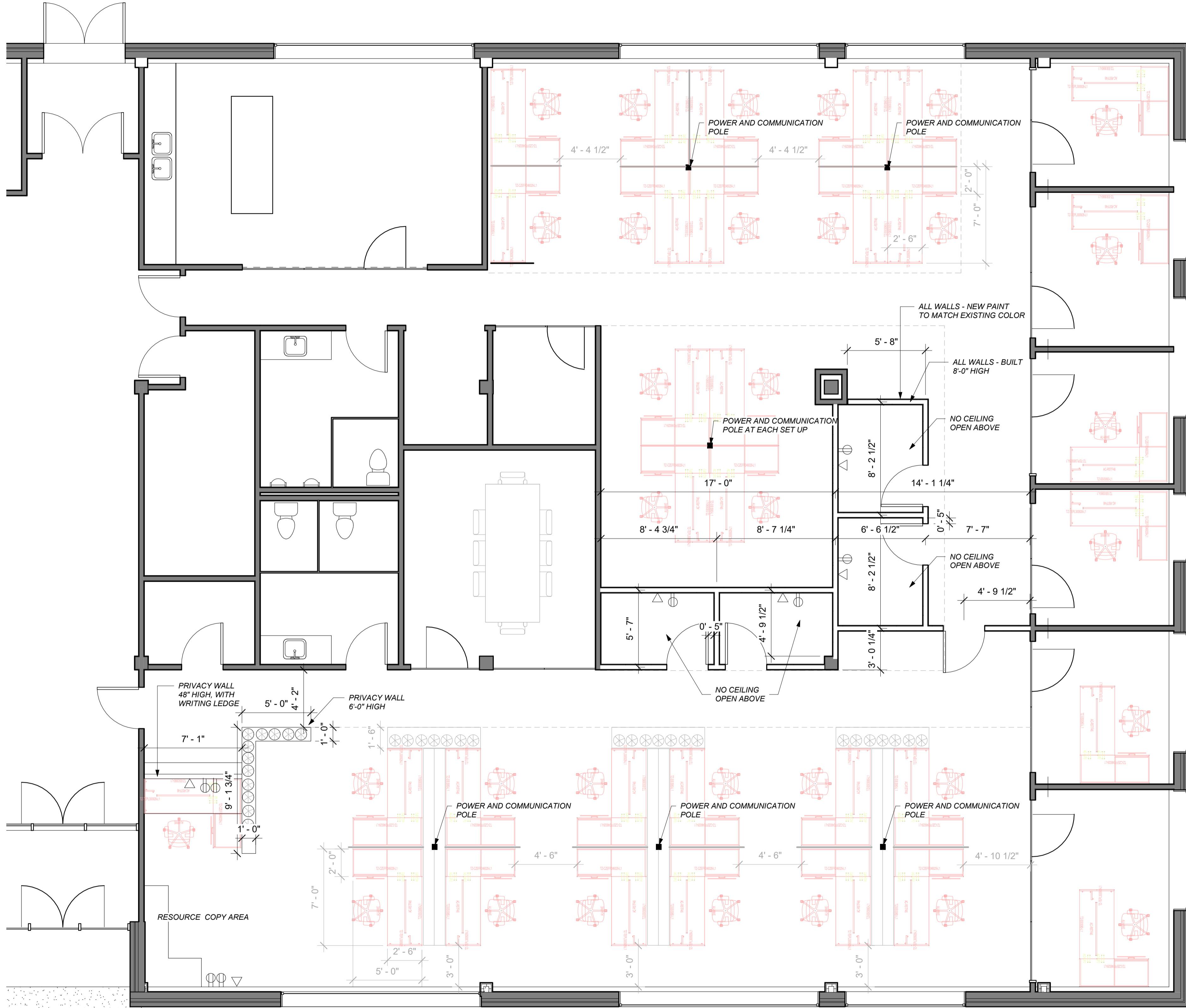
CODE	SUITABILITY DESCRIPTION
STATUS	PURPOSE OF ISSUE

PROJECT
MCK -KOC OFFICE RENOVATION

TITLE
OFFICE LAYOUT

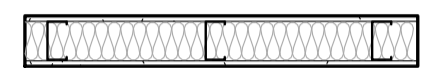
CLIENT
MCK

DRAWN BY S.M	CHECKED BY S.M	DATE 2023
SCALE (@ A1) As indicated	PROJECT NUMBER 0001	
DRAWING NUMBER A2	REV	



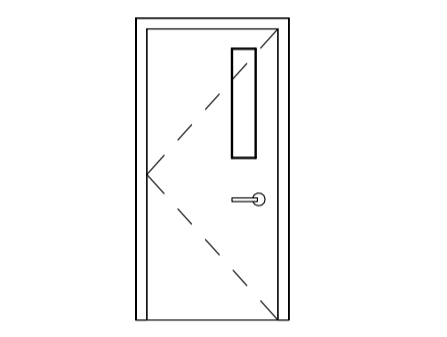
NEW WALL ASSEMBLY

- 1/2" GYPSUM BOARD (TYPE REG.)
- 3 1/2" METAL STUDS @ 16" C/C
- 4" ACOUSTICAL INSULATION
- 1/2" GYPSUM BOARD (TYPE REG.)



NEW DOOR TYPE

- 3'-0" X 6'-8" WOOD CORE W/ LITE 6" X 27"
- PAINT COLOR TO MATCH EXISTING.
- LEVER TYPE HANDLE
- NO LOCK
- FRAME COLOR TO MATCH EXISTING
- FRR, NOT REQUIRED



FINISHING SCHEDULE

- PAINT COLOR TO MATCH EXISTING WALLS.
- VINYL BASEBOARDS TO MATCH EXISTING.

ELECTRICAL REQ.

- EACH DESK WILL REQUIRE THE FOLLOWING:
- 1 UPS UNIT
 - 1 COMPUTER
 - 1 DATA PORT FOR PHONE CONNECTION
 - 2 SCREEN
 - 1 LAMP
 - OUTLET FOR MISC. ITEMS.



* POWER AND COMMUNICATION POLES PRE-INSTALLED INTO FURNITURE. ELECTRICAL HOOK-UP REQUIRED.

1 OFFICE LAYOUT
 1/4" = 1'-0"

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, June 16th, 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: [name and location of the Work]

Project/Contract No.: [] 230502

From (Bidder):

_____ *company name*

_____ *street address or postal box number*

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

To (Owner):

[Mohawk Council of Kahnawake]
[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. |

5 Indemnification The General Contractor shall indemnify and save harmless the Council, its servants, agents and consultants, and all those for whom the Council may in law be responsible, from and against all claims, demands, losses, damages, costs, suits, actions and other proceedings by whomever made, sustained, brought or prosecuted and in any manner based upon, occasioned by or attributed to the activities of the General Contractor, the General Contractor’s servants, agents or persons for whom the General Contractor is in law responsible in the performance or purported performance of this contract, including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.

The General Contractor’s liability to indemnify or reimburse the Council under this contract shall not affect or prejudice the Council from exercising any other rights available to the Council at law or in equity.

6 Property of or damage Council The General Contractor shall be liable to the Council for any loss of to any property of the Council arising out of the performance or non-performance of the work whether or not such loss arises from causes beyond his/her control.

7 Permits and relating to By-Laws The General Contractor shall comply with all laws and regulations the work, whether Federal, Provincial or Municipal, as if the work were for a person other than the Council, and shall pay for all permits and certificates required in respect of the work.

8 Security Clearance The General Contractor shall, on request of the Project Manager, provide and cause all persons employed on the work to provide personal data for security clearance purposes.

9 Co-operation The General Contractor shall co-operate fully with other General Contractors or workers sent onto the site of the work by the Project Manager.

- 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 of the Council 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 result of 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
related to the Information
by the
- Any information made available to the General Contractor 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
documents and
Copyright
no rights
- Technical documentation conceived or developed or first actually reduced to practice in performing the services under the contract shall be the property of the Council and the General Contractor shall have 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
pecuniary interest Interest
- The General Contractor declares that the General Contractor has no 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
Waivers
- This contract may not be amended nor modified nor shall any of its 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)