

**MOHAWK COUNCIL OF AKWESASNE
DEPT. OF INFRASTRUCTURE, HOUSING &
ENVIRONMENT
AKWESASNE, ONTARIO**

ADDENDUM NO. 001

**Snye Daycare Generator Installation
HSP PROJECT# 11725
RFP No.: 11725-2**

November 07, 2025

PAGE | 1

CLARIFICATIONS

This addendum forms part of the Contract Documents and shall be read in conjunction with all other documents, drawings, and specifications issued for the above-noted project.

The following revisions and clarifications supersede all previous versions of the RFP and are to be incorporated into the tender submission.

1. Attached is RFP Revision 2 (Instructions to Bidders and General Conditions), which replaces all previous versions. Please disregard any prior editions or conflicting pages. Changes are marked in **red**.
2. The substantial completion date is confirmed as March 31, 2026. Time remains of the essence. Liquidated damages of \$1,000 per working day apply for delays beyond this date unless authorized in writing.
3. The 22 kW Generac model is approved as an equal to the specified Briggs & Stratton 040786 model.
4. No perimeter fencing or enclosure is required for the generator installation.
5. Only minimal trenching is required for propane and electrical tie-ins under the new concrete pad, approximately 3 ft in length, to connect to the existing main propane and electrical conduits
6. A standardized Form of Tender is attached. All proposals must be submitted using this form.

The closing date remains Thursday, November 20, 2025, at 4:00 p.m. local time. Late submissions will not be accepted.

Note: This addendum is to be considered as part of the tender package and contract documents and shall be referenced with your bid submission.



REQUEST FOR PROPOSALS

Snye Daycare Generator Installation

RFP No: 11725-2

Closing Date: November 20th , 2025 at 4:00pm



DATE: NOVEMBER 07, 2025

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

SECTION 1

Table of Contents

Contents

1.	General Invitation	2
3.	Background	3
4.	Description Of Work	4
5.	Examination of Site	5
6.	Sales Taxes:	5
7.	Insurance:.....	5
8.	Construction Schedule	7
9.	Proposal Form Requirements	7
10.	Discrepancies	8
11.	Addenda.....	8
12.	Award Of Tender	8
13.	Warranty	9
14.	Contract Signing	9
15.	Bridge Crossing Toll Charge / Passports	10
16.	Existing Utilities & Site / Grounds	10
17.	Liquidated Damages	11
18.	Review Of Shop Drawings	13
19.	Certificate Of Completion	13
20.	Oral Arrangements	14
21.	Removed Materials	14

Section 2: General Conditions

1. General Invitation

The intent of this Request for Proposal (RFP) is to obtain a qualified Electrical Contractor (hereinafter referred to as the “Contractor”) to supply and install a new propane-powered standby generator system at the Snye Daycare facility in Akwesasne.

The scope of work includes the installation of a 22 kW generator, automatic transfer switch (ATS), electrical tie-ins, grounding, concrete pad, propane line connection, trenching, commissioning, and all associated civil, mechanical, and electrical work as described in the Contract Documents

Title of Project:

Snye Daycare Generator Installation
Project No.: 11725

The Contract Documents are identified as:

Instructions to Bidders
Electrical Drawings & Specifications (Sheet E1.0)
Site Plan & Concrete Pad Detail (Sheet SP1)

Project Location:

Snye Daycare
117 SCHOOL RD AKWESASNE QC

Prepared by:

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

Offers signed and dated, will be received by e-mail to shaneperry@hsp.ca before 4:00 p.m. local time, on November 20, 2025

2. Before Submitting Tender:

Each Bidder is responsible for informing themselves as to the contents and requirements of this Request for Proposal. Each Bidder is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Quotation and to prepare and submit their Bid. Carefully examine the existing site and include in the quotation sufficient sums to cover the cost of all items included in the Contract.

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

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

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

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

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

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

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

3. Background

The Syne Daycare is operated by the Mohawk Council of Akwesasne and provides critical child care services to the community. In order to maintain operations during utility outages, the facility requires a reliable standby power system.

The proposed project involves the supply and installation of a propane-fueled standby generator system, including a new concrete pad, fence enclosure, propane connection, automatic transfer switch, electrical distribution tie-ins, and commissioning.

This project ensures continued operation of essential lighting, heating, and safety systems at the facility.

4. Description Of Work

The project includes the supply and installation of all equipment, labour, and services necessary for a fully functional standby power system, including but not limited to:

a. Civil / Mechanical

1. Excavation, granular base preparation, formwork, rebar, and placement of a reinforced concrete pad for the generator (as per SP1).
2. Installation of generator anchorage, vibration isolation, and ~~fence enclosure.~~
Fence enclosure is not required.
3. ~~Trenching for propane piping and electrical conduits, including backfilling and compaction.~~ Minimal trenching (below the propane generator pad appx. 3 ft.) is required for propane piping to T off the existing main propane piping to remain. Minimal trenching is also required for electrical conduit to tie into the electrical room.
4. Coordination and tie-in to the existing propane tank(s), including new piping, valves, regulators, and testing.
5. Site restoration, grading, and landscaping repair.

b. Electrical

1. Supply and installation of a 22-kW propane standby generator, CSA approved, with corrosion-resistant aluminum enclosure, as specified on Sheet E1.0.
2. Supply and installation of a 200A, 240V, single-phase, 3W service-rated automatic transfer switch (ATS), NEMA 3R outdoor rated.
3. Installation of power feeders.
4. Grounding and bonding.
5. Supply, programming and installation of control and communication cabling between generator, ATS, and control panel.
6. Testing, commissioning, and verification of system operation under simulated outage.
7. Provision of as-built drawings, O&M manuals, and training to MCA maintenance staff.
8. 22kw Generac is an approved equal to BRIGGS & STRATTON 040786

5. Examination of Site

A site visit can be arranged at the Syne Daycare, 117 SCHOOL RD AKWESASNE QC on (as needed basis). Please reach out to Shane Perry for additional information and scheduling.

Attention: Shane Perry, P.Eng.
Phone: (613) 932-3289
E-mail: shaneperry@hsp.ca

6. Sales Taxes:

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

7. Insurance:

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

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

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

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

(a) The Commercial General Liability Insurance shall:

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

This policy to also include but not be limited to:

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

- (5) be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Owner;
- (6) The policy shall be endorsed to include the following additional insured language indicating the **Proposal** description and number:

"The Owner – The Mohawk Council of Akwesasne, and the Consultant – HSP Consultants Inc. as additional named insured. with respect to liability arising out of the activities performed by, or on behalf of the Proponent".

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

8. Construction Schedule

The Contractor shall substantially complete the work by March 31, 2026, based on schedule below. Time is of the essence. Any delays must be justified and approved in writing.

Milestone	Date
Date of Issuance	November 6, 2025
Deadline for Questions	November 14, 2025
Issuance of Addendum	3 days after deadline for questions
Submission Deadline	November 20, 2025
Award	December 5, 2025
Substantial Completion	March 31, 2026

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

9. Proposal Form Requirements

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

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

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

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

10. Discrepancies

Bidders finding discrepancies or omissions in the drawings, in the specifications, or any other documents, or doubts as to the meaning or intent of any information thereof, shall notify the consultant. Any questions or concerns must be received on November 14, 2025. All clarifications, instructions, or explanations will be sent to all bidders

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

Attention: Shane Perry, P.Eng.
Phone: (613) 932-3289
E-mail: shaneperry@hsp.ca

11. Addenda

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

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

12. Award Of Tender

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

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

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

Bids once opened in the presence of the Consultant/Owner, shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid

closing date. After this time, the bids may only be accepted with the consent of the successful bidder.

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

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

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

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

13. Warranty

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

Manufacturer's Warranty (7 years): Contractor shall provide a written Manufacturer's Warranty for the materials/equipment supplied and installed under this contract per E-1. Warranty period to commence on date of approved final review. Unless noted otherwise.

14. Contract Signing

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

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

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

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

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

15. Bridge Crossing Toll Charge / Passports

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

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

16. Existing Utilities & Site / Grounds

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

a. Limitation on Work and Conditions

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

Security

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

17. Liquidated Damages

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

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

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

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

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

Such powers or authorities may be exercised from time to time, and not only in the event of the happening of such contingencies before the time limited in this Contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by M.C.A. In the event of M.C.A. granting an extension of time, time shall continue to be deemed of the essence of this contract.

It is agreed by the Parties to the Contract that in case all the work called for under the Contract is not finished or completed by the completion date as specified above, damage will be sustained by the Council and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Council will sustain in the event of, and by any reason of, such delay and the parties hereto agree that the Contractors will pay to the Council the sum of One Thousand Dollars (\$1,000.00) for each and every working day beyond 1 month past the completion date specified above ~~(August 15th, 2025)~~ **March 31, 2026**, that the work remains uncompleted and it is agreed that this amount is an estimate of the actual damage to M.C.A. which will accrue during the period in excess of the prescribed completion date.

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

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

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

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

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

17. Review Of Shop Drawings

The Contractor (or sub-contractor or equipment supplier acting on behalf of the Contractor) shall submit to the Consultant for review, all shop, working or setting drawings required to make clear the work proposed. Contractor shall make all changes in such drawings that the Consultant may require and resubmit such drawings for additional review until approved by the Consultant.

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

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

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

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

18. Certificate Of Completion

1. On the date that the work has been completed, and the Contractor has complied with the contract and all orders and directions made pursuant thereto, (both to the satisfaction of the owner and the consultant, the Consultant shall issue a Certificate of Completion to the Contractor.
2. If the consultant is satisfied that the work is sufficiently complete to be acceptable to the Owner, the consultant may, at any time before issuing a certificate referred to in 1., issue an Interim Certificate of Completion to the Contractor.

3. An Interim Certificate of Completion referred to in 2. shall describe the parts of the work not completed to satisfaction and all things that must be done by the Contractor before a certificate referred to in 1. will be issued.
4. The Consultant may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in paragraph two, require the Contractor to rectify any or other parts of the work not completed to his satisfaction.
5. If the contract or part thereof is subject to a Unit Price Arrangement, the Consultant shall measure and record the quantities of labour, equipment and material, performed, used and supplied by the Contractor, and shall inform the Contractor of those measurements.
6. The Contractor shall assist and co-operate with the consultant in the performance of their duties (referred to in paragraph 5) and shall be entitled to inspect any record made by the consultant pursuant to 5.
7. After the Consultant has issued a Certificate of Completion referred to in 1., he shall, if 5. applies, issue a Certificate of Final Measurement.
- 7.1 A Certificate of Final Measurement shall contain the aggregate of all measurements of quantities referred and is binding upon and conclusion between the Owner and the Contractor as to the quantities referred to therein.

19. Oral Arrangements

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

20. Removed Materials

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

21. Health & Safety Requirements

The Contractor shall carry out all work in accordance with the Ontario Occupational Health and Safety Act (OHSA), O. Reg. 213/91 (Construction Projects), and the Mohawk Council of Akwesasne (MCA) Construction Safety Guidelines.

At minimum, the Contractor shall:

- Maintain WSIB coverage and submit proof prior to mobilization.
 - Designate a site supervisor responsible for enforcing all health and safety requirements.
 - Hold weekly safety meetings and complete hazard identification sheets, copies of which shall be submitted to the MCA Project Manager.
 - Ensure all workers wear appropriate PPE including CSA-approved safety boots, hard hats, high-visibility vests, gloves, and eye protection.
 - Follow trenching and excavation safety requirements, including shoring, barricades, signage, and “call before you dig” procedures.
 - Provide adequate fire protection, including at least one ABC fire extinguisher near the generator installation area.
 - Keep the worksite clean and secure at all times; daily housekeeping and debris removal are mandatory.
 - Provide and maintain temporary sanitary facilities for workers.
 - Protect the public and daycare occupants at all times; coordinate with MCA for scheduling to minimize disruption.
- MCA reserves the right to conduct random site safety audits. Any unsafe condition or act must be corrected immediately. Repeated violations may result in fines or termination of the contract.



GENERAL CONDITIONS

Snye Daycare Generator Installation

RFP No: 11725-2

Closing Date: November 20th, 2025 at 4:00pm



DATE: NOVEMBER 07, 2025

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

1. DEFINITIONS

- Owner (MCA): Mohawk Council of Akwesasne, or its authorized representative.
- Consultant: HSP Consultants Inc. (Engineering Consultant), or its authorized representative.
- Contractor: The successful proponent awarded this contract.
- Work: All labour, materials, equipment, and services required for the supply and installation of the generator, ATS, propane tie-ins, trenching, pad, grounding, and all associated civil/electrical scope.
- Project Location: Snye Daycare, **117 SCHOOL RD AKWESASNE QC**
- Contract Documents: This RFP, Instructions to Bidders, Addenda (if any), Drawings (E1.0, SP1), Specifications, and any subsequent Change Orders approved in writing by the Consultant and MCA.
- Subcontractor: Any party contracted by the Contractor to perform part of the Work.
- Substantial Performance: As defined by the Ontario Construction Act.

2. TENDERS

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

3. SCOPE OF CONTRACT

The Contractor shall:

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

4. SITE REPRESENTATIVE AND REVIEW

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

5. APPROVALS AND PERMITS

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

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

6. ERRORS, OMISSIONS & DISCREPANCIES

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

7. OCCUPANCY AND ACCESS

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

8. CONVENIENCES AND SANITATION

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

9. PUBLIC SAFETY

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

10. INSURANCE & LIABILITY

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

11. PAYMENTS

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

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

12. ALTERATIONS AND EXTRAS

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

13. DELAYS

- Contractor must complete the work by **March 31st 2026**.
- Extensions may be granted in writing only for causes beyond the Contractor's control (e.g., weather, force majeure).
- Liquidated damages may apply for unjustified delays at a rate of \$1,000 per calendar day past completion.

14. DISPUTES

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

15. RESTORATION

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

16. NON-FULFILMENT OF CONTRACT

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

17. WARRANTY

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

END OF GENERAL CONDITIONS

SECTION 3

Table of Contents

Project Information2

Tendered Cost Breakdown5

Statutory Declaration:7

Standard Tendered Requirements (Period of Validity of Tender):8

 QUALIFICATION OF SUBCONTRACTORS – (If applicable)10

Evaluation Of Qualified Tenders10

Ability and Experience of Bidder10

 Lowest Proposal Cost.....11

Right to Accept or Reject Quotation11

Standard Tender Requirements12

(Agreement To Bond)12

Project: Snye Daycare Generator Installation

Contract No.: Project No. 11725

Closing Date: November 20, 2025

Closing Time: 4:00 PM (Local Time)

Tender Submissions To Be Sent Electronically To:

H.S.P. CONSULTANTS INC.

Attn: Shane Perry, P.Eng. – Consultant of Record

5715 Warner Drive, Long Sault, ON K0C 1P0

Email: shaneperry@hsp.ca

Tel: (613) 932-3289

Tender Submissions To Be Also Sent Electronically To:

Mohawk Council of Akwesasne

Department of Infrastructure, Housing and Environment

101 Tewesateni Road, Akwesasne, Ontario K6H 0G5

Attention: Daryl Seymour, P.Eng. – Capital Planning & Development Engineer

Bidder: _____ _____
 Name of Firm Contact Name

 _____ _____
 Address Postal Code

 Telephone Number

hereinafter called "the tenderer".

NOTE:

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

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

Addenda:

Addendum No.	Dated
1	Nov 7th 2025

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

AGREEMENT TENDER QUOTATION

TO:

**Daryl Seymour, P.Eng.
Department of Infrastructure, Housing & Environment
Mohawk Council of Akwesasne
101 Tewesateni Road, Akwesasne, Ontario K6H 0G5**

I (WE)

.....
have carefully examined the locality and site of the proposed works, and all having carefully examined the site and all contract documents (including Addendum No. ____ to ____ inclusive, the Instructions to Bidders Rev. 2, and General Conditions Rev. 2), hereby tender and offer to execute all work required for the **Snye Daycare Generator Installation**, complete and operational, for the stipulated prices indicated in the attached breakdown.

The work shall include but not be limited to:

- Supply and installation of one (1) 22 kW propane generator and 200A automatic transfer switch,
- Associated concrete pad, electrical, and propane connections,
- Minor trenching, testing, ESA coordination, and commissioning,
- Coordination with MCA and HSP Consultants for all field adjustments.

Item	Qty	Unit	Description	Total Price
Snye Daycare Generator Installation				
Total Bid Price: \$				
Have you checked to see if there has been an addendum prior to your submission?				
All bidding pricing to be submitted to the Mohawk Council of Akwesasne in Canadian Funds				
Submitted by (Company):			Address:	
Signed by (Authorized Official):			City/Province:	
Name:			Postal Code:	
Title:			Tel:	Fax:
Email:			Date:	

Tendered Cost Breakdown

As per HSP Consultants Inc. Drawings and Technical Specifications for Project No. 11725.

Drawings

- Electrical Drawings: E1.0,
- Civil Drawings: SP1,

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

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

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

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
DIVISION 01 – GENERAL REQUIREMENTS					
1.1	Mobilization and Demobilization	LS			
1.2	Site Supervision and Coordination	LS			
3.1	Concrete Forming	LS			
3.2	Reinforcing Steel	kg			
3.3	Placing Concrete	LS			
3.4	Concrete Finishing	LS			
23.1	Propane Installation Materials	LS			
23.2	Installation Labour	hr			
DIVISION 26 – ELECTRICAL					
26.1	Generator, 22 kW (Generac / B&S or Approved Equal), c/w 200A ATS	LS			
26.2	TECK90 Cable (3C#3/0 CU) incl. terminations	LS			
26.3	Grounding, Bonding, Lugs, Labels	LS			
26.4	Testing, Commissioning & ESA Coordination	LS			
26.5	Labour – Licensed Electricians	hr			
DIVISION 31 – EARTHWORK					
31.1	Excavation and Backfill (for pad/conduits)	hr			
DIVISION 32 – EXTERIOR IMPROVEMENTS					
32.1	Rough Grading and Site Restoration	LS	1		
				SUBTOTAL	
Contract or O/H & Profit				SUBTOTAL	
Snye Daycare Generator Installation				\$	

Costing Table to be filled out by tenderer.

Statutory Declaration:

In **the matter** of a proposed contract for the construction completion of the **Snye Daycare Generator Installation**

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

TO WIT:

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

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

DECLARED before me

the)

.....)

.....)
(Tenderer)

of)

In the Territory of Akwesasne, ON

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

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

Standard Tendered Requirements (Period of Validity of Tender):

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

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

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

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

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

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

If requested in writing by MCA, the Tenderer agrees that he will enter into a contract with MCA based on his tender in the names of the Tenderer and the Tenderer's parent company if any. The Tenderer further agrees that any request by MCA is not and shall not be deemed to be a counter offer by MCA.

The Tenderer further declares:

This tender is subject to a formally prepared and executed contract. –
CCDC 2 Contract Document unless otherwise noted. All rights of cancellation to be vested with the Owner. In the event the successful proponent/ bidder fails to perform the services in accordance with the terms,

conditions and specifications stated herein, the Owner reserves the right to terminate the contract on fifteen (15) days written notice and obtain the services of an alternate Contractor without penalty to the Owner.

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

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

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

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

QUALIFICATION OF SUBCONTRACTORS – (If applicable)

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

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

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

MAJOR ITEM

SUBCONTRACTOR

Evaluation Of Qualified Tenders

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

Ability and Experience of Bidder

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

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

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

#	Criterion	Description	Weighting in Points
1.	Total Bid Price	The total bid price as declared in the Form of Tender. The formula for the evaluation of the cost shall be: $\frac{\text{Lowest Proposal Cost}}{\text{Submitted Cost}} \times 50 \text{ points allocated}$	75
2.	Native Content	The value of local Native labour, equipment, operators, and construction materials as declared in the Form of Tender. Include details if the bidder has formed a joint venture partnership with a local Native contractor for the purpose of undertaking the project.	25
		Total available points:	100

Right to Accept or Reject Quotation

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

The following bids will be rejected:

- Late bid (Bid received after Closing time as specified in quotation document)
- Quotation Bid form not completed in ink or by non-erasable medium
- Quotation Bid form not signed
- Quotation Bid form not used
- Quotation and/or deposit requirements not being met
- Informal quotations (ie: bonds not provided, if required)

Standard Tender Requirements
(Agreement To Bond)

The "Agreement to Bond" of the

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

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

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

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

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

Dated atthis day of, 2025

Signature of Witness

Signature of Tenderer

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