FORM OF TENDER

Tender by.....

residing at (or place of business).....

and .....

residing at (or place of business).....

comprising the firm of.....

.....

a company duly incorporated under the laws of.....

and having its head office at.....

hereinafter called "the tenderer".

NOTE:

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

TENDER FOR THE HAMILTON ISLAND BRIDGE REPLACEMENT PROJECT NO. CE867300

TO: Leslie Papineau, OAA, MRAIC, Director
Department of Infrastructure, Housing, and Environment
Mohawk Council of Akwesasne
101 Tewasateni Road
Akwesasne, Ontario K6H 0G5

I (WE) .....
have carefully examined the locality and site of the proposed works, and all contract documents relating thereto, including: The Form of Agreement, Addendum/Addenda No. ..... to No. ..... * inclusive, Special Provisions, if any, Instructions to Tenderers, inclusive, Supplementary General Conditions, if any; General Conditions, Supplementary Specifications, if any; Specifications, if any, Standard Specifications, if any Contract Drawings, Standard Drawings, Form of Tender, forms of Performance Bond and Labour and Material Payment Bond, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of

..... dollars

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

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

THE AFORESAID SUM IS MADE UP AS FOLLOWS:

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

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* The Tenderer will insert here the numbers of the Addenda received by him during the tendering period and taken into account by him in preparing his Tender.

HAMILTON ISLAND BRIDGE REPLACEMENT PROJECT

SCHEDULE OF ITEMS AND PRICES

ITEM NO.	SPEC. PROV	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
PART 1 - GENERAL							
1	SP01	OPSS MUNI 182	Sitework including Bird Nesting and Sweep	LS	1.0		
2	SP02	OPSS. MUNI 706	Traffic Management	LS	1.0		
3	SP03	OPSS. MUNI 805	Temporary Erosion Control and Sediment Control Measures	LS	1.0		
4	SP04		Field Office for Contract Administrator 20-34 m2	LS	1.0		
5		OPSS. MUNI 201	Clearing and Grubbing	m2	607		
6	SP05		Fish Rescue	LS	1.0		
						SUB-TOTAL PART 1	**$**

ITEM NO.	SPEC. PROV	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
PART 2 – ROADWAY AND GRADING							
7	SP06	OPSS. MUNI 206	Earth Excavation and Grading	m3	981		
8	SP07	OPSS. MUNI 206	Rock Embankment	m3	1359		
9	SP08	OPSS. MUNI 310	Asphalt - SuperPave 12.5 B 58-34	t	131		
10	SP09	OPSS. PROV 308, OPSS. MUNI 310	Tack Coat	m2	462		

ITEM NO.	SPEC. PROV	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
11	SP10	OPSS. MUNI 312	Asphalt Curb and Gutter	m	11		
12	SP11	OPSS. MUNI 314	Granular 'A'	t	337		
13	SP12	OPSS. MUNI 314	Granular 'B', Type II	t	476		
14	SP13	OPSS. MUNI 353	Concrete Curb and Gutter	m	60		
15	SP14	OPSS. MUNI 510	Remove Asphalt Pavement (Partial Depth)	m2	20		
16	SP14	OPSS. MUNI 510	Removal of Asphalt Pavement - Full Depth	m2	650		
17	SP14	OPSS. MUNI 510	Saw Cutting of Asphalt	LS	1		
18	-	OPSS. MUNI 510	Removal of Concrete Curb & Gutter	m	17		
19	SP15	OPSS. MUNI 510	Removal of Steel Beam Guide Rail	m	158		
20	SP16	OPSS. MUNI 511	Rock Protection	m3	128		
21	-	OPSS. MUNI 539	Temporary Roadway Protection System Installation, Relocation and Removal	LS	1		
22	SP17	OPSS. MUNI 703	Salvage and Reinstate Hazard Signs	ea	4		
23	SP17	OPSS. MUNI 703	Small Sign, Removal	ea	2		
24	SP17	OPSS. MUNI 703	Salvage and Reinstate No Loitering on Bridge Sign	ea	2		
25	SP17	OPSS. MUNI 703	Salvage and Reinstate Stop Sign	ea	2		
26	SP17	OPSS. MUNI 703	Small Sign, Ground Mounted, New	ea	2		

ITEM NO.	SPEC. PROV	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
27	SP18	OPSS. MUNI 710	Pavement Marking, Temporary	m	103		
28	SP18	OPSS. MUNI 710	Pavement Marking, Permanent	m	357		
29	SP18	OPSS. MUNI 710	Removal of Temporary Pavement Marking	m	103		
30	SP19	OPSS. MUNI 721	Single Rail Steel Beam Guide Rail (New)	m	131		
31	SP20	OPSS. MUNI 723	Temporary Concrete Barrier Energy Attenuator (Installation and Removal)	ea	2		
32	SP21	OPSS. MUNI 732	Steel Beam Energy Attenuating Terminal System	ea	1		
33	SP22	OPSS. MUNI 732	Guide Rail System Leaving End Treatment - Type M20 and M30	ea	3		
34	SP23	OPSS. MUNI 741	Temporary Concrete Barriers	m	40		
35	SP24	OPSS. MUNI 802	Topsoil, Imported (100 mm thick)	m3	22		
36	SP25	OPSS. MUNI 804	Seed & Erosion Control Blankets	m2	220		
						SUB-TOTAL PART 2	**$**

ITEM NO.	SPEC. PROV.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
PART 3 - STRUCTURAL							
37	SP26	OPSS. MUNI 405	150mm Dia. Perforated Subdrain with Rodent Guard	m	19.5		
38	SP27	OPSS. MUNI 510	Removal of Bridge Structure	LS	1		

ITEM NO.	SPEC. PROV.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
39	SP28	-	Supply Equipment for Installing Micropiles	LS	1		
40	SP28	-	Pre-Production Micropile	ea	2		
41	SP28	-	Production Micropile	m	357		
42	SP28	-	Production Micropile Testing	ea	2		
43	SP28	-	Grout for Micropiles	m3	12		
44	SP29	OPSS. MUNI 904	Concrete in Substructure	m3	90		
45	SP29	OPSS. MUNI 904	Concrete in Deck	m3	53		
46	SP29	OPSS. MUNI 904	Concrete in Approach Slabs	m3	13		
47	SP29	OPSS. MUNI 904	Concrete in Barrier End Walls	m3	2		
48	SP29	OPSS. MUNI 904	Mass Concrete	m3	14		
49	SP30	OPSS. MUNI 905	Mechanical Connectors	ea	240		
50	SP30	OPSS. MUNI 905	Reinforcing Steel Bar	t	15		
51	SP30	OPSS. MUNI 905	Stainless Steel Reinforcing Bar	t	3		
52	SP30	OPSS. MUNI 905	Stainless Steel Mechanical Connectors	ea	6		
53	-	OPSS. MUNI 906	Fabrication of Structural Steel	t	24.6		
54	-	OPSS. MUNI 906	Delivery of Structural Steel	t	24.6		
55	-	OPSS. MUNI 906	Erection of Structural Steel	t	24.6		

ITEM NO.		SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
56	-	OPSS. MUNI 906	Shear Stud Connectors	ea	1226		
57	SP31	OPSS. MUNI 908	Metal Traffic Barrier	m	47.1		
58	SP32	OPSS. MUNI 911	Coating New Structural Steel	m2	42		
59	SP33	OPSS. MUNI 914	Form and Fill Grooves	m	32		
60	SP33	OPSS. MUNI 914	Bridge Deck Waterproofing	m2	169		
61	SP34	OPSS. PROV 922	Bearings	ea	10		
						SUB-TOTAL PART 3	**$**

SECTION	DESCRIPTION	TOTAL AMOUNT
1.00	**GENERAL**	$
2.00	**ROADWAY AND GRADING**	$
3.00	**STRUCTURAL**	$
	SUB-TOTAL	$
	CONTINGENCY (15%)	$
	TOTAL TENDERED AMOUNT	$

SUMMARY

TOTAL TENDERED PRICE – MCA CONTRACT No: _____

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

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

STATUTORY DECLARATION:

CANADA
PROVINCE OF QUEBEC / ONTARIO

COUNTY OF SOUTH GLENGARRY

(IN THE MATTER of a Proposed Contract for the
(HAMILTON ISLAND BRIDGE REPLACEMENT PROJECT

TO WIT:

_____**DO SOLEMNLY SWEAR THAT** the several matters stated in the foregoing Tender are in all respects true, **AND** _____ make this solemn declaration, strictly believing it is to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me
the.....)
.....)
of .....)
In the County of .....)
This ..... day of ..... 2026)

.....
Tenderer

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

STANDARD TENDER REQUIREMENTS

Period of Validity of Tender

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

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

M.C.A. may in its discretion take into account the extra lump sum tendered above when comparing tenders for awarding a contract.

If this tender is accepted by M.C.A., the Tenderer agrees:

1. To carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Engineer in accordance with the Contract;

2. To carry out of any work referred to in Paragraph (1) above or the issuance by the Engineer of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or of any Contract Change Order previously issued by the Engineer or any of the rights of the Council or of the Engineer under the Contract;

3. To pay M.C.A. the sum specified in the Contract (as liquidated damages) for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Engineer remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Engineer. See Instructions to Tenderers, Item No. 18.

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

a) The Schedule of Items and Prices shall apply where applicable;

b) If the above Schedule is inapplicable the prices shall be determined in accordance with Section 26 of the General Conditions.

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

STANDARD TENDER REQUIREMENTS (Cont'd)

The Tenderer further declares:

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

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

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

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

EVALUATION OF TENDERERS

Evaluation of Qualified Tenders

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

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

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

QUALIFICATIONS OF SUB-CONTRACTORS

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

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

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

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

MAJOR ITEM	SUB-CONTRACTOR (IF APPLICABLE)
Excavation / Backfill	_____
Micropiling	_____
Steel Fabrication	_____
Concrete Works	_____
Concrete Reinforcing	_____
Asphalt Paving	_____
Other (specify)	_____

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

CONSTRUCTION SUPERVISOR EXPERIENCE REQUIREMENT

Site Supervisor Experience Requirement

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

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

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

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

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

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

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

_____ _____

Contractor Date

STANDARD TENDER REQUIREMENTS
(AGREEMENT TO BOND)

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

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

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

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

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

★ where a Bid Bond was provided for bid surety, the Bonding Company will make up the difference between the low bid and the next acceptable bid up to the value of the bond.

Dated at …….....this ..... day of ....., 2026

....

....
Signature of Witness Signature of Tenderer

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

A G R E E M E N T T O B O N D

**.....
**.....
**.....
**.....
Date ....., 2026

Mohawk Council of Akwesasne
Department of Infrastructure, Housing and Environment
101 Tewasateni Road
Akwesasne, Ontario
K6H 0G5

Dear Sirs:

Re: Hamilton Island Bridge Replacement
Project No. 26-4001A

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

Yours very truly,

(Corporate Seal)

.....

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

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