REQUEST FOR QUOTATION

26-1012A - MCA DIHE – Kawehnoke Daycare / Tri-district Elders Lodge Parking Lot – Bollard and Pincurb Installation

November 10, 2026

The Mohawk Council of Akwesasne Department of Infrastructure, Housing, and Environment (DIHE) would like to request a quote for bollard and concrete pincurb installation work at 10 Community Center Road, Kawehnoke, Akwesasne, ON.

The description of work is to supply and install three (3) concrete bollards per detail, and supply and install five (5) precast concrete pincurbs in the Tri-district Elders Lodge Parking Lot. The proposed work and locations are shown on the attached drawing sheets; Cover Sheet, C-001, and C-002 for your use in providing a quote.

Please return this quote via email or paper copy by November 17th, 2026, at 4:00pm, else MCA will consider any quote received after 4:00pm at the end of the RFQ period to be void.

Any questions should be directed to DIHE Capital Planning and Development – Engineer, Daryl Seymour P.Eng., either by phone at 613-575-2250 ext. 1023, or email - daryl.seymour@akwesasne.ca.

RFQ Bid sheet on next page;

RFQ BID SHEET FOR 26-1012A – MCA DIHE –
KAWEHNOKE DAYCARE / TRI-DISTRICT ELDERS LODGE PARKING LOT – BOLLARD AND PINCURB INSTALLATION

Item no	Description	Unit	Qty.	Unit Cost	Total
1.0	Mobilization and Demobilization	L.S	1		
2.0	Concrete Bollard installation per Detail F5 / C-002	Ea.	3		
3.0	Pre-cast Concrete Pin-curb per Detail SC42 / C-002	Ea.	5		
4.0	Restoration of Disturbed Areas	L.S	1		
				TOTAL	

Evaluation of all RFQs will follow the Tendering Policy of the Mohawk Council of Akwesasne, which is intended to increase the participation of local and other Aboriginal businesses in construction and materials supply contracting.

Contractors' quote to be valid for 60 days from submission date. Provisional items will not necessarily be required during the course of the proposed work, and will only be used upon approval from MCA site representatives.

Contractor to complete work before January 2027.

Contractor to carry at a minimum $500,000 dollar liability insurance, proof of which to be provided upon request, and be in good standing with WSIB requirements.

Mohawk Council of Akwesasne Department of Infrastructure, Housing, and Environment will hold 10% holdback on all monthly invoices and the total holdback will be released 45 days after substantial completion of proposed work is approved.

Any proposed changes during construction will be negotiated with a Contemplated Change Notice (CCN) and a Change Order (CO) and will be approved and signed by all parties before proposed CO work is carried out.

MCA requests a standard one-year maintenance warranty to be included in the price of work for any deficiencies in work completed that may arise after substantial completion date.

By signing this quote sheet, The Contractor acknowledges the above work conditions and stipulations, conditions of assignment below (to be initialed on each page by bidder), and if selected by letter of intent, will faithfully complete proposed work in accordance with the attach drawings and quote sheet.

Contractor Company Name (Printed)

Contractor's Signature Date

Encl; Drawings sheets Cover Sheet, C-001, and C-002

Conditions of Assignment

The following **CONDITIONS OF ASSIGNMENT** apply to this Agreement

CONTRACTOR'S SERVICES

1.1. The Contractor will provide services in accordance with the terms of the Request for Quotation and applicable codes, for the scope of services described.

1.2. The Contractor expressly agrees that it has entered into this Agreement with the Owner, both on its own behalf and as agent on behalf of its employees and principals.

1.3. Standard of Care: In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

1.4. Certification, Guarantees and Warranties: The word certify shall mean an expression of the Contractor's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Contractor.

1.5. The Contractor will:

1.5.1. be responsible for the performance by the Contractor, subcontractors, suppliers or any other contractors of the work or for the failure of any of them to carry out the work in accordance with the Construction Contract;

1.5.2. be responsible to control, direct or supervise, the construction methods, means, techniques, sequences or procedures of the Contractor, subcontractors, suppliers or any other contractors;

1.5.3. be responsible for safety precautions and programs required in connection with the work or for general site safety at the place of work under applicable health and construction safety legislation at the place of work.

1.5 If specified in the scope of services, the Contractor will provide the probable construction cost and/or construction contract time for the project work. Upon award of assignment the Contractor guarantees the price provided in their bids, negotiated prices or the time for performance will not vary from such estimates. More definitive estimates regarding costs and time for performance may be assessed only when bids and negotiated prices are received for the work.

OWNER'S RESPONSIBILITIES

2.1 The Owner will make available all relevant information or data pertinent to the Project which is required by the Contractor. The Contractor shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Contractors and contractors.

2.2 The Owner will give prompt consideration to all requests or documents relating to the Project submitted by the Contractor and whenever prompt action is necessary, inform the Contractor of its decisions in such reasonable time so as not to delay the Services of the Contractor. The Owner shall arrange and make provision for the Contractor's entry and ready access to the Project site as necessary to enable the Contractor to perform its Services.

2.3 The Owner will give prompt written notice to the Contractor whenever the Owner or its representative becomes aware of any defects or deficiencies in Contractor's work.

Contractor Initial

CONTRACTOR'S RESPONSIBILITIES

3.1 Jobsite Safety: Neither the professional activities of the Contractor, nor the presence of the Contractor or its employees and sub-Contractors at a construction/project site, shall impose any duty on the Owner, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Owner and its personnel have authority to exercise control over any construction contractor or its employees in connection with their work or pertaining to any health or safety programs or procedures. The Owner agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Owner's contract with the General Contractor. The Owner also agrees that the General Contractor shall defend and indemnify the Owner, the Contractor and the Contractor's sub-Contractors. The General Contractor also agrees that the Owner, the Contractor and the Contractor's sub-Contractors shall be made additional insured under the General Contractor's policies of general liability insurance.

OWNERSHIP AND USE OF DOCUMENTS

4.1 The Contractors As-built Documents produced as part of the scope of services for the project are the property of the Owner.

4.2 The Owner will retain the original of the Engineering Documents and of those parts of the Construction Contract Documents which are generated by the Contractor, including computer-generated designs relating thereto, but excluding any models or graphic presentations specifically commissioned and paid for by the Owner.

4.3 Should the Contractor alter the Engineering Documents without notifying the Owner and without the Owner's prior written consent, the Contractor will indemnify the Owner against claims and costs (including legal costs) associated with such improper alteration. In no event will the Owner be responsible for the consequences of any such improper alteration.

4.4 The Engineering Documents are not to be used on any other project without the prior written consent and approval by the Owner.

LIABILITY

5.1 Limitation of Liability: To the maximum extent permitted by law, the Owner agrees to limit the Contractor's liability for the Owner's damages to the sum of **$500,000** or the Contractor's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If Limitation of Liability is unclear, the Owner understands that they are responsible for seeking clarification or legal advice prior to accepting this Agreement.

5.2 The Owner expressly agrees that the individuals engaged by the Contractor shall have no personal liability to the Owner in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Owner expressly agrees that it will bring no proceedings and take no action in any court of law against any of the individuals in their personal capacity.

5.3 The Owner is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal or disposal of Hazardous Substances at or adjacent to the Place of Work, unless specified in the Contractor's Scope of Services, or for the exposure of persons, property or the environment to Hazardous Substances at or adjacent to the Place of Work.

5.4 Subject to the limitations of liability set out in this Agreement, each party will indemnify the other party, to the extent of the fault or negligence of the indemnifying party, for damages and costs (including reasonable legal fees) resulting from:

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5.5.1 Claims of third parties; or

5.5.2 A breach of contractual obligations under this Agreement by the indemnifying party or anyone for whom that party is responsible; or

5.5.3 Negligent or faulty acts or omissions of the indemnifying party or anyone for whom that party is responsible.

DISPUTE RESOLUTION

6.1 In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Contractor agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

6.2 The Owner and the Contractor further agree to include a similar mediation provision in all agreements with independent contractors and Contractors retained for the Project and to require all independent contractors and Contractors also to include a similar mediation provision in all agreements with their subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

6.3 Should mediation not resolve the dispute, a party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including binding arbitration.

6.4 The applicable laws of the jurisdiction in which the work is carried out will govern the interpretation of this Agreement.

TERMINATION AND SUSPENSION

7.1 This Agreement is terminated on the earliest of:

7.1.1 The date when the Contractor has performed all of the Services; or

7.1.2 The date of termination if termination occurs in accordance with this Section - TERMINATION AND SUSPENSION.

7.2 If the Contractor is in material default in the performance of any of the Contractor's obligations under this Agreement, the Owner will notify the Contractor that the default must be corrected. If the Contractor does not correct the default within 30 days after receipt of such Notice or if the Contractor does not take reasonable steps to correct the default if the default is not susceptible of immediate correction, the Owner may terminate this Agreement upon further Notice to the Contractor, without prejudice to any other rights or recourses of the Owner.

7.3 If the Owner is in material default in the performance of any of the Owner's obligations set forth in this Agreement, including but not limited to the non-payment of Fees of the Contractor in the manner specified in this Agreement, the Contractor will notify the Owner that the default must be corrected. If the Owner does not correct the default within 30 days after receipt of such Notice, the Contractor may terminate this Agreement upon further Notice to the Owner.

7.4 If the Owner suspends performance of the Services at any time for more than 30 consecutive or non-consecutive days through no fault of the Contractor, then the Contractor may choose to terminate this Agreement upon Notice to the Owner.

FEES AND PAYMENT

8.1 Contracts and invoices are to be in the name of Mohawk Council of Akwesasne Department of Infrastructure, Housing, and Environment.

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8.2 Services in this agreement will be performed for the agreed fee. Additional service agreed to by the Owner shall be provided for at negotiated CCN or at a fee agreed to in accordance with Contractors hourly fee schedule in effect at that time. Fees indicated do not include the Harmonized Sales Tax (HST).

8.3 Invoices will be issued for work completed to date at the end of every month until completion of the project. The Contractor reserves the right, without penalty, to discontinue services in the event of non-payment.

8.4 If the project is terminated or suspended for reasons described in Section 6, TERMINATION AND SUSPENSION the Owner shall pay for services rendered to that date.

8.5 If the Contractor must make any changes in completed work for any part of the Project for reasons which he does not control, or if the Contractor is put to extra work, cost or expense by reason of any act or matter which he does not control, the Owner shall pay to the Contractor a fee for such changes or extra work. The fee for the extra work shall be negotiated in a CCN process; provided that prior to the commencement of such changes or extra work the Contractor shall notify the Owner in writing of its intentions to make such changes or to carry out such extra work and that the Contractor shall keep separate cost records in respect to such changes or extra work.

8.6 Payment of invoices shall be subject to 10% holdback on every invoice, which shall be released 45 days after Substantial Completion Certificate has been issued.

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