

# MOHAWKS OF THE BAY OF QUINTE TYENDINAGA MOHAWK TERRITORY



## TENDER DOCUMENTS

All Saints Front Accessibility Ramp  
BPM-2425-003

Housing and MBQ Property  
Mohawks of the Bay of Quinte  
24 Meadow Drive  
Tyendinaga Mohawk Territory, ON  
K0K 1X0

PH: (613)396-3424  
FAX: (613)396-3627

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All Inquiries can be made to Tom Kring, Director of Housing and Band Property at  
[housingdirector@mbq-tmt.org](mailto:housingdirector@mbq-tmt.org)

# **Section 1: TENDER FORM**

## **TENDER CLOSING INFORMATION**

Project Name: All Saints Front Accessibility Ramp

Tender No.: BPM-2324-003

Tender Closing: 2:00pm, local time, August 15, 2023

Deadline for Questions: 2:00pm, local time, August 8, 2023

Tender's Received By: Mohawks of the Bay of Quinte  
24 Meadow Drive  
Tyendinaga Mohawk Territory, ON  
K0K 1X0

Attention: Tom Kring, Director of Housing and Band Property

### **BIDS RECEIVED AFTER CLOSING TIME WILL NOT BE CONSIDERED**

The Mohawks of the Bay of Quinte reserves the right to reject any Tender if it is deemed advisable to do so.

The Tender is called by the Tyendinaga Mohawk Council. The Tender shall be administered by the Mohawks of the Bay of Quinte with project management services provided by the MBQ Housing Department.

The Owner reserves the right to delete parts of items, or entire items, if it is deemed to be advantageous to the Owner. The lowest or any Tender may not be awarded, however, bids considered in the award of the Tender shall be "Inclusive of deletions from the contract for budget purposes: prior to award".

Please note that for this Tender's stated closing time, the MBQ Tender Clock time will govern. Late submissions will not be considered. It is the Contracts responsibility to ensure their package has been time stamped.

**Award of this Contract is pending funding availability and conditional upon the approval of Tyendinaga Mohawk Council**

## **GENERAL DESCRIPTION OF WORK**

General Contactor services to allow the successful construction of a new concrete accessibility entrance and ramp at the All Saints Church located at 1295 Ridge Road.

**SUMMARY OF TENDERER INFORMATION**

<b>Contractor Name</b>		
<b>Address</b> (Including Postal Code)		
<b>Telephone Number</b>	<b>Facsimile Number</b>	<b>Email Address</b>
<b>Name of Person Signing</b>		
<b>Position of Person Signing</b>		
<b>Total Tender Price</b>		

**MEMORANDUM OF AGREEMENT**

**ATTN: Tyendinaga Mohawk Council**

**RE: All Saints Front Accessibility Ramp, Tender No. BPM-2425-003**

I/We the undersigned, \_\_\_\_\_, acknowledge and have carefully examined the instructions, terms and conditions, and specifications regarding this tender.

I/We, certify that a representative of this organization has visited the existing Project Location and have familiarized ourselves with the location of the Project; the conditions affected; the cost of the work; and other attachments to the Request for Tender. We hereby propose to furnish all labour, materials, equipment and services required to complete the scope of work as specified for the total stipulated price of:

\_\_\_\_\_ DOLLARS  
(words)

I/We agree that we have received addenda \_\_\_\_ to \_\_\_\_ inclusive and the tender price includes for the provisions set out in such addenda.

I/We hereby agree that notification of acceptance of this tender shall be in writing and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing such notification.

I/We agree to begin work upon award and complete all work prior to **October 31, 2024**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Firm)

(COMPANY SEAL)

\_\_\_\_\_  
(Witness)

**BID AMOUNT:**

In accordance with the first paragraph of Page 4 of this Form of Tender, the Contractor hereby offers to complete the work specified for Project No. BPM-2425-003 for the following Stipulated Price.

<b>ALL SAINTS RAMP COST ESTIMATE</b>						
<b>ITEM</b>	<b>OPSS / OPSD</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL PRICES</b>
1	904, 1350	Concrete for Foundation, ramp, Sidewalk and Patio (to include rebar)	m <sup>3</sup>			
2	314, 180	Excavaytion and Disposal of Material	m <sup>2</sup>			
3		<b>Railing</b>	m			
4		<b>Environmental Protection</b>	LS			
5		<b>Tactile Walking Surface Indicators</b>	each	3.00		
6	206, 802	<b>Topsoil and Sod /w Watering</b>	m <sup>2</sup>	400.00		
				<b>TOTAL</b>		

**SUMMARY OF TENDER'S QUALIFICATIONS**

Summary of Tender's experience in successfully completing similar work in the past three (3) years:

<b>YEAR</b>	<b>DESCRIPTION</b>	<b>VALUE</b>	<b>OWNERS NAME</b>	<b>OWNERS PHONE #</b>

**SUB-CONTRACTORS**

The following are the Sub Contractors I/We intend to use for the division or section of the work listed therewith:

<b>Name, Address &amp; Telephone Number of Sub-Contractor</b>	<b>Section of Work</b>
EXCAVATION	
CONCRETE	
OTHER: _____	



## SCHEDULE OF TENDER DATA

The work Specified in the Contract shall be in strict accordance with following schedule:

<b>FORM OF TENDER:</b>	<b>SECTION 1</b>
Tender Closing Information	Page 1
General Description of Work	Page 2
Summary of Tendered Information	Page 3
Memorandum of Agreement	Page 4
Itemized Bid	Page 5-6
Summary of Tender's Qualifications	Page 7
List of Sub-Contractors	Page 7
Schedule of Tender Data	Page 8
 <b>FORM OF AGREEMENT</b>	 <b>SECTION 2</b>
 <b>GENERAL CONDITIONS</b>	 <b>SECTION 3</b>
 <b>SPECIFICATIONS</b>	 <b>SECTION 4</b>
 <b>DRAWINGS &amp; PLAN</b>	 <b>SECTION 5</b>

The Contractor, by this tender, offers to complete the work of this contract in strict accordance with the terms contained herein.

By my/our signature hereunder, I/We hereby identify this as the Schedule of Tender Data, Plans and Specifications, for **BPM-2425-003**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of Firm)

(COMPANY SEAL)

\_\_\_\_\_  
(Witness)

# **Section 2: FORM OF AGREEMENT**

THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BETWEEN: \_\_\_\_\_

Hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

-And-

**THE MOHAWKS OF THE BAY OF QUINTE**

As represented by Tyendinaga Mohawk Council

Hereinafter called the Owner

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Owner, to do all the work as described hereafter, furnish, all materials except as herein otherwise specified, and to complete such work in strict accordance with the Plans, Specifications and Tender therefore, all of which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

**MEMORANDUM of AGREEMENT**

**RE: Mohawks of the Bay of Quinte,  
All Saints Front Accessibility Ramp, Tender No. MBQ-2424-003**

By undertaking the above-noted project I/we the undersigned hereby acknowledge and agree to meet or exceed health and safety requirements included in all Legislative Acts and Regulations (including, but not limited to, The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers' Compensation Act and Workplace Hazardous Materials Information System), as amended, and that failure to abide by these acts and regulations may result in the Owner's issuance of a stop work order, and, in the case of a repetitive infraction, dismissal and cancellation of the contract or purchase order.

Furthermore, I/we accept that I or any worker in my employ found to be in violation of the Occupational Health and Safety Act in respect of failure to wear protective clothing such as protective headwear, protective footwear, or approved safety vest may be dismissed without prior notification. In such an event, I concur that the Owner shall not be liable for any costs incurred by me as a direct result of such dismissal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Contractor)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Witness)

## **SCHEDULE OF TENDER DATA**

The work Specified in the Contract shall be in strict accordance with following schedule:

TENDER FORM:	Section 1
FORM OF AGREEMENT	Section 2
GENERAL CONDITIONS	Section 3
SPECIFICATIONS	Section 4
DRAWINGS & SPECIFICATIONS	Section 5

The Contractor, by this Tender, agrees to complete the work of this contract in its entirety prior to **October 31, 2023.**

IN CONSIDERATION WHEREOF said party agrees to pay Contractor for all work done, the amounts stipulated in the Itemized Bid based on actual work completed.

This agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Contractor and the heirs and successors of the Owner

IN WITNESS WHEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the date first above written.

**SIGNED and Sealed by the Contractor:**

**SIGNED and Sealed by the Owner:**

**\*THIS IS SAMPLE AGREEMNENT ONLY. A FINAL FOR SIGNATURES WILL BE PROVIDED TO THE SUCCESSFUL BIDDER.**

**Section 3:**  
**MBQ GENERAL TERMS & CONDITIONS**

## **All Saints Front Accessibility Ramp, Tender No. MBQ-2324-003**

### General Conditions

#### **GC1 EXTENT OF WORK**

The Contractor shall not undertake any work, in connection with the said work, additional to or supplemental to or in substitution of the work specified herein unless authorized in writing by the Council.

#### **GC2 CHANGES**

All requests for any changes to this contract shall be made in writing to the Owner.

Approval of any change, when granted, shall be in writing and by change order to this contract.

Only in substantial circumstances will a contractor be allowed to go beyond the agreed contract, providing the contractor receives the approval by the Owner in writing.

Any Costs incurred relating to changes made before authorization in writing may not be considered. **It is the Contractors Responsibility to ensure authorization is obtained before carrying out work related to changes.**

#### **GC 3 INSURANCE & WSIB**

The Contractor shall at his own expense, maintain the following minimum insurance while the contract is in force. Such insurance shall be entirely comprehensive for all phases of the work pertaining to this contract.

Liability Insurance in the following amounts:

- A. **Contractor's Public Liability and Property Damage** for bodily injury or property damage, not less than **\$2,000,000.00**.
- B. **Automobile Public Liability and Property Damage** for bodily injury or property damage, not less than **\$2,000,000.00** inclusive for any one occurrence.

The Contractor shall indemnify and save harmless the Mohawks of the Bay of Quinte and the Tyendinaga Mohawk Council from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the performance of the work.

**The Mohawks of the Bay of Quinte shall be named as a party insured on the above policies. The contractor shall provide copies confirming policies prior to any work commencing.**

The Contractor shall submit a certificate of good standing from the Worker's Safety and Insurance Board of Ontario (WSIB). Furthermore, the Contractor shall ensure and maintain in good standing with WSIB for the entire duration of this agreement.

The Contractor agrees to periodically provide proof of the above-mentioned licensing, insurance, and WSIB coverage at the request of the Council at any time throughout this agreement.

#### **GC4 WARRANTY**

The Contractor shall provide a **ONE (1) year** written guarantee on work performed under this agreement on the Contractor's letterhead with a statement agreeing to remedy any defects or deficiencies due to faulty material and/or workmanship.

The Contractor shall Warrant this work covering both labour and material for a period of **ONE (1) year** from the date of completion to the satisfaction of the Owner.

Correct at their own expense any defects in the work due to faulty workmanship appearing within a period of **ONE (1) year** from the date of completion of the total work.

Provide a **ONE (1) year** warranty extension to any/all work corrected, repaired, or replaced under the above stated warranty.

#### **GC5 PAYMENTS & BONDING**

##### PAYMENTS

The Owner will make payments to the Contractor as follows:

90% of the invoiced amount submitted by the Contractor to the Owner prior to substantial performance and not more frequently than monthly for completed portions of the work and services performed to the satisfaction of the Payment Certifier.

10% of the amounts invoiced prior to substantial performance and held back pursuant to the Construction Lien Act, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Lien Act, 1990, and the work and services performed are to the satisfaction of the Payment Certifier.

A final payment will be made, 45 days after the work is certified 100% complete and any deficiencies are acceptable to the Owner.



## BONDING

Performance and Material & Labour Payment Bonds shall not be required under this contract.

### **GC6 INDEMNITY**

The Contractor will indemnify and save harmless the Tyendinaga Mohawk Council from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this contract.

### **GC7 SUBCONTRACTS**

The Contractor may not assign or sublet this contract or any part of it without written consent of the Tyendinaga Mohawk Council.

### **GC8 TERMINATION**

The Owner reserves the right to terminate this contract at any time before completion for any reason whatsoever.

In the event of such termination the Owner will pay to the contractor an amount that, in the opinion of the Owner, is equal to that portion of the work or service satisfactorily completed up to the day of termination.

### **GC9 MOHAWK LABOUR**

In engaging labour for the work or service contemplated by this contract the Contractor will ensure **local Mohawk Content and utilize local qualified Mohawks Sub-Trades** where attainable and consistent with efficiency and economy.

### **GC10 CONFLICT OF INTEREST**

No member of the Tyendinaga Mohawk Council shall be admitted to any share or part of this contract or any benefit arising therefrom.

No Staff employed by the Mohawks of the Bay of Quinte shall be admitted to any share or part of this contract or any benefit arising therefrom.

### **GC11 ENVIRONMENTAL**

No open burning shall be permitted under this contract.

All waste material shall be removed from the site daily and taken to a facility licenced for the acceptance of the required of material.

The Contractor shall be responsible for ensuring the transportation of all waste material complies with all federal, provincial, or local regulations providing that in any case of conflict the more stringent apply.

The contractor shall ensure all materials defined as hazardous or toxic waste are separated and placed in designated containers and removed from the site in a timely manner to a facility with the appropriate approved licencing.

The contractor shall ensure all waste materials are properly sealed and stored safely for disposal away from the public while they are on site.

All aggregates shall come from a licensed source, pre-approved by the Director of Housing & BPM. Granulars for this project must come from (1) one of the following approved suppliers only:

- a. Prince Edward Quarry – (613) 476-6203
- b. Demille Quarry – (613) 967-3722
- c. Point Ann Quarry – Lafarge – (613) 967-4210

In addition to meeting any specified geotechnical qualities identified in the instructions to bid, the contractor shall source fill for grading that meets all requirements of Ontario Regulation 406/19. The soil will need to have been fully characterized by a qualified person and be accompanied by an excess soil characterization & destination report completed per O.Reg. 406/19. **Prior to committing to soil, the contractor will need to provide the excess soil characterization report to MBQ for approval.** Soil other than topsoil is not permitted to be deposited over existing topsoil. If imported soil is not topsoil, the existing topsoil will first need to be stripped and then replaced over top of the imported fill for final grading. The imported soil will need to meet O.Reg. 406/19 Table 1 or Table 2.1 Standards.

## GC12 PROPERTY OF DOCUMENTS

All surveys, reports, drawings, calculations, designs, plans, specifications, and other data, information and material collected, compiled, drawn, and produced during the performance of the work are the property of the Owner and the copyright therein vests in the Owner. The Contractor shall provide electronic copies of all design drawings in pdf.

The Contractor may retain one (1) complete set of the above-described material for his records, but it is expressly understood that no further use will be made of the said material without the written consent of the Owner. It is also understood and agreed that

no use of the material will be made unless the Contractor's name and seal are obliterated or obscured and the Contractor shall not be deemed to warrant the fitness of the material for such further use.

### **GC13 HOURS OF WORK**

The hours of work under this agreement shall be restricted to 7am-7:00pm, Monday to Friday and shall exclude weekends and holidays.

Under extenuating circumstances consideration may be granted at the request of the Contractor. Consideration is not guaranteed and will be reviewed by the Owner on case by case bases.

### **GC13 HARMONIZED SALES TAX**

The Mohawks of the Bay of Quinte First Nation (Band #164) is exempt from HST.

### **GC15 CONTRACT TIME AND LIQUIDATED DAMAGES**

The successful Contractor will be required to submit a schedule with the Form of Tender and Agreement which will indicate clearly the proposed commencement date and number of days to complete the work. The Owner reserves the right to alter such schedule should it be deemed necessary.

**COMPLETION DATE: October 31, 2024**

Liquidated Damages will not be included under this agreement.

### **GC 14 TENDER DEPOSITS**

Tender deposits will not be required under this agreement.

# Section 4: DRAWINGS & PLANS

## LIST OF DRAWINGS:

C0-00 COVER  
C1-01 SITE PLAN  
C1-02 RAMP SIDE VIEW  
C2-01 STRUCTURAL DRAWINGS  
C3-01 DETAILS