



Mohawk Council of Kahnawà:ke

REQUEST FOR PROPOSALS

FOR THE

**CONSTRUCTION MANAGER OF A CULTURAL
CENTER, MUSEUM AND THEATRE**

Proposal Due: June 8th, 2023



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I. INTRODUCTION

A. ORGANIZATIONAL PROFILE

The Mohawk Council of Kahnawà:ke (MCK) is the organization that provides governmental, administrative, and operational services to the community of Kahnawà:ke. The organizational structure of the MCK is comprised of two main sectors: political and administrative/operational. The political sector of the MCK is comprised of the Council of Chiefs and the Office of the Council of Chiefs. The Council of Chiefs is the primary governing body of the MCK and provides political direction on matters concerning Kahnawà:ke and its affairs. The Office of the Council of Chiefs (OCC) provides support services to the Mohawk Council of Kahnawà:ke Chiefs. Those services include negotiation, advisory, technical, and general supports. The MCK is also indirectly linked to most of the community's main organizations through the Executive Directors Committee.

The MCK's administrative and operational units include the following areas:

- Executive Office:
 - Strategic and Organizational Development
 - Public Relations
 - Legal Services
 - Human Resources
 - Information and Records Management
 - Finance and Asset Management
- Operations:
 - Infrastructure Services - Capital and Public Works
 - Lands and Environment
 - Client Based Services - Recreation, Social Assistance, Housing and Membership, Kanien'kéha Language & Culture
 - Labor Office - Workmen's Compensation and Qualifications
- Public Safety
- Justice Services, including the Court of Kahnawà:ke

Vision

"The Mohawk Council of Kahnawà:ke supports the community's Vision by partnering with Kahnawà:ke for a strong Kanien'kehá:ka identity and prosperous community".

Mission

"It is our mission to protect Kahnawà:ke's interests, build resources, provide quality services and govern our affairs".

Kahnawà:ke is one of several communities that comprise the Mohawk Nation. In turn, the Mohawks (or Kanienkehaka – the People of the Flint) are part of the larger Iroquois Confederacy. The current population is approximately 8,000 people.

The community is served by its own police service, hospital, social services system, education system, several media outlets and the various services provided by the Mohawk Council of Kahnawà:ke.



B. PROJECT BACKGROUND

Kahnawà:ke, like many Onkwehón:we communities, is healing, with resilience of spirit, from the wounds of assimilationist policies. The leaders and guardians of the culture and the language are working to create effective tools. It is crucial to preserve the Kanien'kéha language, the vital link between culture, traditions, education, socialization, and spirituality.

The beautiful sounds and sights of conversation and cultural practices of the Kanien'kéha in homes and around the community was once an abundant occurrence. The ancient language and culture were the primary lifestyle and means of communication for socialisation, education, ceremony, government, and business within the Mohawk territory of Kahnawà:ke.

The detrimental impacts of colonisation created a gap in the intergenerational transmission of the Kanien'kehá:ka culture and language, resulting in English becoming the predominant language used in the home setting. This loss has expressed itself in many unfortunate ways in First Nation communities, with its youth being most impacted by the disassociation from their culture. As a result, hearing the traditional language spoken in its free and natural form had become increasingly rare as first language elders passed away and vital aspects of the Kanien'kéha language and culture disappeared with them.

In realization of the detrimental effects this was causing, a solution was initiated; The Kanien'kehá:ka Onkwawén:na Raotitióhkwa Language and Cultural Center (KORLCC) was created. This cultural center was designed to ensure the protection, continuation, and enrichment of the Kanien'kehá:ka culture and language. This institution aimed to become the guiding force to restore the Kanien'kehá:ka language.

The KORLCC is located in a rundown building constructed in the 1940's. As a result, the building can no longer accommodate the services administered by the KORLCC.

The proposed solution is the construction of a new cultural center to house the KORLCC, a Museum and the Turtle Island Theater.

A building of this magnitude and function is greatly needed for the community of Kahnawà:ke. There is no other building existing in the community that can uphold the functions and mandate of the KORLCC and Theatre. Having a communal facility where the history, language, culture, and arts are unified under one roof is essential for the strength and prosperity of the community.

The project has an estimated constructed value of approximately \$29M. This fee is for construction of the community center, the theatre, and the associated site works. The value may be reduced if MCK chooses to self-perform the site works. The value does not include general requirements/conditions, preconstruction services, construction management fees, contingencies or soft costs. MCK is also exempt from GST.

C. CURRENT FACILITIES AND PROPOSED NEW BUILDING

The Kanien'kehá:ka Onkwawén:na Raotitióhkwa Language and Cultural Center



The Kanien'kehá:ka Onkwawén:na Raotitíóhkwa Language and Cultural Center (KORLCC) was designed to ensure the protection, continuation, and enrichment of the Kanien'kehá:ka culture and language. This institution aimed to become the guiding force to restore the Kanien'kehá:ka language.

In a state of urgency, the cultural center harboured in a small run-down building, sharing space with the local radio station. There, a resource center and small interpretation center were created. As space was very limited and the organization continued to grow, the cultural center had to allocate most of their belongings into a storage trailer to allow more space for growing exhibits and offices. In 2004, the building could no longer support this organization. They moved into a building which was condemned. Most recently, the KORLCC moved into the KOC building on a temporary basis.

Turtle Island Theatre

The Turtle Island Theatre began in 1993 as a children's after-school project at a local elementary School. It quickly blossomed with growing members, theatrical acts, and a demand for shows. It had grown into a community Drama & Music Program which includes three distinct performance ensembles; Children's Summer Theatre, Turtle Island Players, and the Musical Entertainers.

The Turtle Island Theatre group began performing in a small church hall retrofitted with a small stage.

With success and increased support, the theatre moved to the Kateri Church hall where, though still small, the hall was adequate enough to produce live theatre. In conjunction with Kahnawà:ke Shakotíia'takénhas Community Services (KSCS); the former volunteer fund-raising committee who also served as Theatre Board Members, the theatre group was able to produce shows and run their programming.

Unfortunately, the building maintenance procedures and inspection measures, led to foreclosure due to numerous fire code violations, the loss of the use of the facility to the Theatre, forcing the suspension of its activities to the present day.

A fully functional theatre / auditorium will become a vital tool and aid for the community. It will be the first facility able to provide comfort, integrity, and professional services to the community. Everything from symposiums and lectures to live theatre and school concerts can be expected at this new facility. It will become a primary and sought after venue for all events held before an audience.

A New Building

The building proposed, is a three-story structure multi-purpose building containing a Cultural Arts Center, Museum, General Public Spaces, and a Theatre. This new state of the art facility will provide barrier-free, permanent, and meaningful access to Kanien'kehá:ka culture and language. The 5381 gross square metre multi-purpose building will architecturally express simultaneous connectivity with nature and culture through its relationship to its challenging wooded site, selection of materials, careful planning and implementation and demonstration of sustainable technologies.

Compact in design and carefully situated on the site, this new building will highlight a modern and contemporary design, soft forms, and warm natural materials to gently and harmoniously blend the building into the landscape.



The interior spaces of the building will be broken into four major components which will be interconnected by a grand entrance.

- The first component is the Kanien'kehá:ka Onkwawén:na Raotitíóhkwa Language and Cultural Center. This sector will compose of the KORLCC Administration Area, the Media Production Area, the Resource Area, Classrooms and Workshop Areas and the KORLCC General Spaces. These spaces will be in a private area dedicated only to the staff and students. The positioning of these spaces should be separate from the exhibits to ensure the traffic of visitors entering and exiting the exhibition space will not disturb the activities of the administration and students.
- The second component is the Exhibition Spaces. This sector will include the Main Exhibition Space (D) and the Collection Storage Space (D). With the exception to the collections and holding room, the exhibition space will be open to the general public and be easily accessible to the rest of the KORLCC Public Spaces (G).
- The third component will be the General Public Spaces (G) for the community of Kahnawà:ke. This area will be accessible to the general public in an open circulation and include rooms such as the Café, Gift shop, public bathrooms, and Grand lobby.
- The fourth component will be the Theatre. This sector will include the Theatre Public Spaces (H), the Auditorium and Stage (I), the Backstage Space (J) and the Technical Space (K). The backstage and technical areas will be a shared and remain a private space for the KORLCC and Turtle Island Theatre. The general public will have access to zones such as the auditorium, concession stand and public washrooms.

The components described above should be linked together harmoniously to provide for all the building users' needs.

Building Location

The new building will be located on the historic wooded property S.L.S 11 adjacent to the Kahnawà:ke Survival School. This property is saturated in hardwoods, nutrient rich underbrush, swamps, and wetlands and borders the Highway 132. The site is a home to flourishing ecosystem of plants, animals, trees, wild medicines, and aquatic species.

This location of the building is situated as far away from the school as possible, while presenting the least amount of damage to the natural area and maintaining its boundaries to the sensitive archaeological zones.

This site is located in a deciduous forest with a landscape that gently slopes into an abundant wetland area. This site will require special attention to integrate with and preserve the surrounding site conditions.

D. PROJECT GOALS

1. Continue and ensure the identity enrichment of the Mohawk community of Kahnawà:ke.



2. Recognition and acceptance of Mohawk culture by the regional and national population.

II. REQUEST FOR PROPOSALS PROCESS

A. INVITATION TO PROPOSE

The Mohawk Council of Kahnawà:ke (“MCK” or “Organization”), through this Request for Proposals (“RFP”), is seeking proposals to enter into an agreement with qualified, experienced Construction Managers (the “Proposer”, “Proponent” or “Architect”) for the design of a multi-purpose Cultural Center, Museum and Theatre (the “Services”).

The Services will be governed by a Contract, which will be issued once a Proposer is selected. The Canadian Construction Documents Committee 5B Contract Form – 2010 Construction Management Contract will be used to structure the Contract Agreement for this undertaking. Please note, modifications may be required to ensure that the Contract Agreement aligns with the laws in force in Kahnawà:ke.

The MCK reserves the right to revise the terms of the Contract at any time during the RFP process and to negotiate different terms with the Proposer.

The MCK will review with the selected proponent whether any typical Quebec construction shutdown in July/August will be entertained. MCK, like many indigenous communities, may elect to follow national (federal) practices. Any party contracted to MCK shall follow the laws that govern in the indigenous territory.

B. RFP SCHEDULE

DATE	ACTIVITY (All times are EST)
05/05/2023	Issue RFP
12/05/2022	Deadline for Confirmation of Participation in RFP
26/05/2023	Deadline for Submission of Questions by Email
01/06/2023	Date of Final Addendum
08/06/2023	Proposals are due at 4:00pm EST
23/06/2023	Estimated Contract Award Date

The MCK reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described in Section V.

C. PROJECT SCHEDULE

Days are listed in addition to contract signing and are approximate (to be confirmed by selected Proponent)

DATE	ACTIVITY (Days post contract award)
+7	Contract Signing and Bonding Confirmation



+8	Project Kick-off Meeting
+8	Start of Pre-Construction/Detailed Design Support
+64	Subtrade Tendering Start
+85	Subtrade Tendering End
+120	Final Shop Drawings Issued
+105	Start of Construction of Civil Services and Foundations
+130	Start of Construction of Building
+135	Completion of Civil Services and Foundations
+360-500	Completion of Building Construction (Substantial Performance)
+400-550	Testing & Balancing and Commissioning
+550	Substantial Completion
+610	Release of Holdback

III. RFP SELECTION PROCESS

A. POINT OF CONTACT

The point of contact for all questions and correspondence regarding this RFP will be **Louie John Diabo, Project Manager** who may be reached by email at:

LouieJohn@diaboconsulting.com

Please note, all questions and requests for clarification will be answered if received in writing via email by the RFP Project Manager at least seven (7) calendar days prior to the closing date of the tender.

Please include the following individuals on all your questions:

Chris Stacey, Executive Infrastructure Officer, MCK

Chris.Stacey@mck.ca

Josh Albert, RFP Manager, CCS

Josh@theccsgroup.ca

B. SELECTION CRITERIA AND MINIMUM REQUIREMENTS

Upon review and evaluation of all qualifying proposals, including any interviews that the MCK may require, the Evaluation Committee will select and recommend the Proposer that, in its sole judgment, is most qualified meeting the requirements and objectives of this RFP as set forth below.

Selection Criteria



Firm Experience (15%)	The MCK will evaluate the Proposer based on its ability to meet the experience requirements as set forth in the scope including experience providing the services for similar projects within the past 5 years.
Project Team (15%)	The MCK will evaluate the Proposer based on the assigned staff and any sub-Service Providers along with their qualifications and the value they add to the project team.
Culture and Heritage (15%)	The MCK will evaluate proposals on their recognition and understanding of the Mohawk culture and the heritage to which the community is proud to represent. The MCK will also consider the proponents use of local materials, services, contractors, and labour in the evaluation of proposals.
Methodology (25%)	The MCK will evaluate the Proposers concept for the Services followed by a detailed work plan. The work plan must detail the projected phases and tasks, as well as describe the work (including engagement) proposed in each task and the resulting deliverable(s). Pre-Construction Services are expected to be included with a detailed section in the work plan.
Timeline (15%)	The MCK will evaluate the proposed comprehensive projected schedule of milestones, dates, and timelines, matching the proposed phases for completion for the tasks set forth in the Scope. The Project Schedule should easily and directly relate to the project phases, as developed in the proposed Methodology.
Budget (15%)	The MCK will evaluate the Proposer on the overall budget proposed related to the provision of the Services.
References	The MCK will consider the extent and quality of the Proposer’s references. No less than three (3) references should be included.
Interview	Potential proponents will be required to meet with the MCK Evaluation Committee as part of the proposal evaluation process.

C. EVALUATION COMMITTEE AND AWARD OF CONTRACT

An Evaluation Committee, made up of the MCK representatives and other key project stakeholders will review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in consultations with any Proposer to determine in greater detail the Proposer’s qualifications. The Evaluation Committee may be interested in learning about the Proposer’s proposed method of performance to facilitate arriving at an agreement that will be satisfactory to the MCK.

The MCK may require one or more Proposers to make presentations to the Evaluation Committee or appear before the MCK and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the MCK deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings. These meetings may take place virtually or in-person.

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Proposer that it determines, in its sole discretion, is best able to provide the Services.



The MCK will inform the Proposer that it has been selected, subject to final agreement on all terms and conditions of the Agreement. Upon Proposer's execution of the Agreement, the Project Manager may submit it to Council of Chiefs for approval. If the MCK and the Company are unable to agree on the final terms, the Company will be excused from further consideration and the MCK may, at their option, select another Proposer. The MCK has the sole decision whether or not to publish the results of the tender in whole or in part.

The MCK shall have no obligations under this RFP until the Executive Director has formally approved the award of the Agreement to the selected Proponent and the Agreement has been executed by both parties.

IV. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

A. PROPOSAL FORMAT

The MCK desires all Proposals to be identical in format in order to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal. Proposals must be structured as follows:

1. Cover Letter
 - The Proposal must include a letter verifying its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proposer. The cover letter shall provide the name, address, telephone and facsimile numbers of the Proposer and the executive that has the authority to contract with the MCK. The Cover Letter should also include an Executive Summary outlining how the Company best meets the requirements under this RFP.
2. Experience and Qualifications
3. Project Team
 - Proponents must identify their team including their Construction Manager, Project Manager, Estimator, Superintendent, and any foreperson for trades that they might self-perform. Resumes/CVs shall be supplied for all staff.
 - Proponents must also confirm that their respective subtrades will accept and conform to the requirements of this contract or a subcontractor contract as accepted by MCK (whichever is determined to be advantageous for the project).
4. Proposed Methodology & Timeline
 - The Construction Manager shall detail their approach and methodology to achieve success for each of the areas identified in the scope of work. It is expected that all proponents will specifically identify their approach to subcontractor tendering, delivering value for money for the client, managing change, creating accountability of the subtrades, and maintaining schedule.
 - The proponent should identify whether they will or will not bond subcontractors. An explanation for their choices is expected with their response to the RFP.
 - The approach to managing underperforming subtrades should also be detailed in the proposal methodology.
5. Costing



- All proponents must identify any allowance carried in their budget for consultants or subtrades that may not be competitively procured.
 - An explanation for any subtrades that may not be competitively procured is required. MCK may reject these subtrades without bias for any reason and require those disciplines to be competitively tendered.
 - Please note, MCK is tax exempt.
 - Proponent submissions shall provide the following fees:
 - Fee for Preconstruction Services (fixed fee)
 - Percentage Fee for Construction Management (percentage of construction value)
 - Estimate for total construction costs (to advise a dollar amount for the Construction Management fee)
 - General Requirements (including a breakdown of all items included)
 - General Conditions (including a breakdown of all items included), can be expressed as a monthly fee
 - Hourly rates for all staff
6. Timeline
- Proposers must submit a Project Schedule, detailing the duration (in number of months) and dates for key milestones beginning at Agreement execution through completion of the Services. This schedule must also include any expected project meetings and status update meetings.
 - The Project Schedule shall include for Pre-Construction and Design Support Services.
 - The Project Schedule must include all tendering milestones for all disciplines/subtrades.
 - The Project Schedule shall include review time of at least one calendar week for MCK and its team for all completed tenders and submittals.
 - The Project Schedule should identify whether there are any planned worker shortages in July/August. MCK shall decide whether they are accepting of any provincial construction holiday during the typical two-week period.
7. References
- No less than three references should be included.
 - References should include similar projects, previous work with Indigenous groups.

B. SUBMISSION REQUIREMENTS

Proposers must submit an electronic version by email in searchable Adobe Acrobat.pdf format to the Project Team no later than the date and time set forth in the RFP Schedule above. All proposals must be addressed and submitted to **Chris Stacey, Executive Infrastructure Officer**, MCK who may be reached by email at:

Chris.Stacey@mck.ca

Please include the following individuals on all submissions:

Louie John Diabo, Project Manager

LouieJohn@diaboconsulting.com



Josh Albert, RFP Manager, CCS Group

Josh@theccsgroup.ca

Confirmation will be sent to Proposers upon receipt of proposals.

C. PROPOSAL TERMS FIRM AND IRREVOCABLE

The signed/submitted Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices, and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by the MCK. The Proposer should be prepared to have its Proposal and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at the MCK's election.

This RFP does not constitute an offer by the MCK. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the MCK unless the MCK and the Proposer execute the Agreement following the award of such agreement by the Council of Chiefs.

V. RFP TERMS AND CONDITIONS

A. MCK's RIGHTS AND OPTIONS

The MCK reserves the following rights, which may be exercised at MCK's sole discretion:

1. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
2. To conduct inquiries with respect to the qualifications and experience of each Proposer;
3. To issue additional requests for information;
4. To waive any defect or irregularity in any Proposal received;
5. To require a Proposer to supplement, clarify or provide additional information in order for the MCK to evaluate its Proposal;
6. To share the Proposals with the MCK employees other than the Evaluation Committee as deemed necessary;
7. To award all, none, or any part of the Scope of Work set forth in this RFP that is in the best interest of the MCK with or without re-solicitation;
8. To discuss and negotiate with Proposer any terms and conditions in the Proposals including but not limited to financial terms;
9. To enter into any agreement deemed by the MCK to be in the best interest of the MCK;
10. To reject any or all proposals submitted; and
11. To re-advertise for proposals using this RFP or a different RFP or solicitation.

B. ACCURACY OF RFP AND RELATED DOCUMENTS

The MCK assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, the MCK will not be bound by or be responsible for any explanation, interpretation or



conclusions of this RFP or any documents other than those provided by the MCK through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

It is up to the proposer to ask for and obtain clarifications that they require in their review of this RFP.

Only written addenda will modify this RFP document or RFP Process. Any other communication will be deemed non-binding.

C. PROPOSER'S COST OF PROPOSAL PREPARATION

Proposers are responsible for any and all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). No proposer/proponent shall be compensated for their proposal, or any costs accrued to create their proposal.

D. RIGHT TO TERMINATE NEGOTIATIONS / DISCUSSIONS

The Proposer's participation in this process might result in the MCK selecting the Proposer to engage in further discussions including the negotiation of the Scope of Work. Such discussions and negotiations, however, do not signify a commitment by the MCK to execute the Agreement or to continue discussions and negotiations. The MCK may terminate discussions and/or negotiations at any time and for any reason prior to the award of a binding contract by the Council of Chiefs, and either abandon the selection process or select another Proposer with whom to enter into negotiations.

E. RESERVATION OF RIGHT TO AMEND RFP

The MCK reserves the right to amend or supplement this RFP at any time during the process, if it believes that doing so is in the best interests of the MCK. Any such amendment or supplement will be fully explained in an addendum emailed to all Proposers.

F. OWNERSHIP

All proposals and supplementary material provided as part of this process will become the property of the MCK. In submitting a proposal, each Proposer agrees that the MCK may reveal any trade secrets or confidential information to the MCK staff, consultants or third parties assisting with this RFP and resulting Agreement.

G. REPORTING

Once retained, the consultant will provide monthly reports detailing the efforts to date, milestones achieved and tasks remaining through the assignment. The monthly reports will also detail the financials of the project and forecast potential changes and risks to completing the assignment. The consultant may also be required to submit reports to the assignment sponsor as well as the MCK Council of Chiefs.

H. SEVERABILITY



If there is a delay between Phases 1&2 of the project, for any reason, MCK reserves the right to sever the contract with the Construction Manager without any penalty. Examples of delays can include, but are not limited to:

- delays in funding;
- lack of labour or materials;
- delays in completion of phase 1 (i.e. failure to meet schedule/milestone commitments);
- delays in permits/approvals; etc.

I. BONDING AND SURETY

MCK is requiring that the Construction Manager provide proof of bonding capability including values and any claims against bonding on other projects. Bonding is to be 50% performance bond and 50% Labour and Materials Bond. The performance bond is to ensure that work is completed, and that the contractor is compelled to complete the project as agreed. Where the schedule slips or other issues arise, the MCK Project Team can provide notice in accordance with the bond to have the bonding company exercise their right to complete the project. The labour and materials bond is to provide surety that all persons, trades, suppliers, etc. are paid in a timely manner for work completed in accordance with the contract.

The exception to the above is for indigenous companies that do not have bonding capability. Indigenous companies may supply a certified cheque or letter of credit for 50% of the amount of the work to be completed by that company. Certified cheques or letters of credit are to be discharged at completion of the work unless there is a deficiency list. If there is a deficiency list, all items must be rectified before returning the certified cheque or discharging the letter of credit. Failure to perform or failure to adhere to the schedule is grounds for the MCK Project Team to cash the certified cheque or call in the letter of credit for any purposes it deems necessary to complete the work or retain another group to complete the work.

The above statements are in addition to the applicable laws regarding holdback and liens.

VI. PROJECT SCOPE

A. THE SERVICES

The Proponent selected for this project will provide Construction Management Services as required within the scope of a reasonable budget for the MCK subject to budgetary approval, determination of existing resources and evaluation of team and final contract negotiations. The Proponent may, if identified in their proposal and accepted by MCK, self-perform construction activities.

Proponents must review the Functional and Technical Report (Volume 1 and 2), which presents the proposed building as a list of requirements, constraints, and intentions. Please refer to Appendix One and Two for a copy of the Functional and Technical Report. Proponents must also review the detailed design (or conceptual design depending on the stage of development) for the project. Please refer to Appendix Three, Four and Five for the current design status.

The selected Construction Management firm will also provide Preconstruction Services. Preconstruction Services may include tendering services, design review, value engineering, and other services commonly



supplied for preconstruction services. It is expected that the Construction Manager will lead all meetings during preconstruction and work with the design team to select materials/finishes, propose construction methods, and suggest opportunities for improvement in design that will save time, money or improve quality of the finished product for MCK.

The selected Construction Manager will also be required to participate in one or more meetings and/or information sessions with local Indigenous contractors and labourers to acclimate themselves to the local trades and workforce and create awareness of the various sub-contract opportunities that could be awarded through this project.

B. GOALS AND OBJECTIVES

The MCK seeks the Services of Construction Managers who meet the needs of the Kahnawake Mohawk Community through development of a visually appealing facility which will include a multi-purpose Culture Arts Center, Museum and Theatre.

To meet these goals and objectives, the selected Proponent must:

- a. Provide complete construction management services for the development of a Cultural Center, Museum and Theatre.
- b. Provide Pre-Construction Services that aid the project with estimating for construction, support through design to develop Issued for Construction drawings, and for value engineering of the design in the best interest of the community.
- c. Incorporate best in practice construction methods, materials, and management of schedule/cost/quality.
- d. Meet all applicable local laws, regulations, ordinances, and requirements that govern MCK.
- e. Provide exceptional customer service and related services throughout the term of the Agreement.

C. COMPONENTS WITHIN THE SCOPE OF SERVICES

The selected Construction Manager is responsible for Site Security. This is to include both video security managed by the Construction Manager (and accessible virtually by the MCK Project Team), and physical security responsible for all areas within the project site. The project site should also be fenced to control site access to the primary access point or as required for emergencies.

D. PROJECT PHASES

This project will be completed in two phases, based on budget availability. Phase 1 would include elements such public spaces and the museum. The second phase would be the theatre fit-up. The Construction Manager would work in tandem with MCK's Project Manager and Executive Infrastructure Officer to determine the phasing approach in relation to funding secured and deadlines to expend funding.

The selected Construction Manager will be required to work with the MCK Project Team to execute on each planned phase and ensure a completion aligns to the design and vision provided by the MCK



Project Team. It is envisioned that the construction of phase one will begin in September 2023 (weather permitting).

Pricing and Fee proposals shall clearly delineate all work between the two phases such that there is no ambiguity between phases should the contract be severed in accordance with Section V – H. Severability.

E. CONSTRUCTION MANAGEMENT

The MCK is tendering for a Construction Manager for this project. The Construction Manager will provide services for all construction phases of the project.

F. PROJECT PROFESSIONALS

The Architect has been retained by MCK. The architectural group is Provencher Roy led by Melanie Dupuis and Brook McIlroy led by Calvin Brook.



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RFP APPENDICES



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APPENDIX ONE: [FUNCTIONAL AND TECHNICAL REPORT VOLUME 1](#)



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APPENDIX TWO: [FUNCTIONAL AND TECHNICAL REPORT VOLUME 2](#)



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APPENDIX THREE: [MCK PLANS TEST SUNKEN VOLUME with DOWNWARD RAMP OG-MCK-A1-GROUND FLOOR](#)



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APPENDIX FOUR: [MCK PLANS TEST SUNKEN VOLUME with DOWNWARD RAMP OG-MCK-A1-BASEMENT](#)



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APPENDIX FIVE: [MCK PLANS TEST SUNKEN VOLUME with DOWNWARD RAMP OG-MCK-A1-2ND](#)



APPENDIX SIX: CCDC 5B – 2010 CONSTRUCTION MANAGEMENT CONTRACT – SUPPLEMENTAL CONDITIONS

The below supplemental conditions serve to modify the CCDC 5B contract in Appendix Five.

Article A-5 – 5.2 - .2 MCK will exercise the percentage fee

Article A-5 – 5.3 - .1 MCK will exercise the percentage fee

Schedule A1 – The Construction Manager shall include the following as F2 (included in the percentage amount described in A-5 5.2.2. All others will be performed by the owner.

- 1.1 General Services
- 1.4 Design Development Phase
- 1.5 Construction Document Phase
- 1.6 Construction Procurement Phase
- 2.1 General Services
- 2.2 Cost Control and Accounting
- 3.1 General Service
- 3.2 Occupancy Review

Schedule A2 – Items 1 through 3 should be included and are not reimbursable.

Schedule A2 – Items 4, 7, and 9 through 12 shall be included and are reimbursable. Items 5, 6, and 8 are not reimbursable and shall be included if necessary by the Construction Manager.

ADD to GC 5.4.4

ADD – All progress draws must include an updated schedule showing current and baseline milestones, associated subcontractor invoices, statutory declaration (CCDC 9a), WSIB clearance certificate (or equivalent), and receipts; progress drawings lacking the aforementioned will be deemed incomplete until all components are received. This modifies the regulations for prompt payment.



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APPENDIX SEVEN: [CCDC 5B – 2010 CONSTRUCTION MANAGEMENT CONTRACT](#)



APPENDIX EIGHT: CLASS D COST ESTIMATE

Ref	Element	TOTAL	\$/m ²	\$/ft ²	Cost Ratio
A	COMMUNITY CENTER	\$22,712,000	\$8,353	\$776	42%
C	THEATRE	\$15,358,000	\$9,353	\$869	28%
B	SITE WORKS	\$4,504,000	\$188	\$17	8%
SUB-TOTAL: BUILDING COSTS		\$42,574,000	\$9,762	\$907	78%



APPENDIX NINE: SELECTION CRITERIA AND MINIMUM REQUIREMENTS

Selection Criteria	
Firm Experience (15%)	The MCK will evaluate the Proposer based on its ability to meet the experience requirements as set forth in the scope including experience providing the services for similar projects within the past 5 years.
Project Team (15%)	The MCK will evaluate the Proposer based on the assigned staff and any sub-Service Providers along with their qualifications and the value they add to the project team.
Culture and Heritage (15%)	The MCK will evaluate proposals on their recognition and understanding of the Mohawk culture and the heritage to which the community is proud to represent. The MCK will also consider the proponents use of local materials, services, contractors, and labour in the evaluation of proposals.
Methodology (25%)	The MCK will evaluate the Proposers concept for the Services followed by a detailed work plan. The work plan must detail the projected phases and tasks, as well as describe the work (including engagement) proposed in each task and the resulting deliverable(s).
Timeline (15%)	The MCK will evaluate the proposed comprehensive projected schedule of milestones, dates, and timelines, matching the proposed phases for completion for the tasks set forth in the Scope. The Project Schedule should easily and directly relate to the project phases, as developed in the proposed Methodology.
Budget (15%)	The MCK will evaluate the Proposer on the overall budget proposed related to the provision of the Services.
References	The MCK will consider the extent and quality of the Proposer's references. No less than three (3) references should be included.
Interview	Potential proponents will be required to meet with the MCK Evaluation Committee as part of the proposal evaluation process.