

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NUMBER 2017-15

A By-law to enter into an Agreement with Jones Group Ltd.
to complete the AMA Arena Demolition

WHEREAS under Sections 8, 9 and 11 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, authorizes council to enter into agreements;

AND WHEREAS Subsection 5(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, provides that the powers of a municipality shall be exercised by council;

AND WHEREAS subsection 5(3) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the agreement with Jones Group Ltd. for the demolition of the AMA Arena, as referenced in Schedule A located in the Clerks Dept. agreement file # 2017-15.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 13th day of February, 2017.



MAYOR – Aldo DiCarlo



CLERK – Paula Parker

The Corporation of the
Town of Amherstburg, Ontario



CONTRACT

AMA ARENA COMPLEX DEMOLITION PP-PS-17-01

Registration of Constructors and Employers Engaged in Construction Inscription des constructeurs et des employeurs associés à des travaux de construction

Pursuant to section 5 of the Construction Regulations made under the OHS Act, "Before beginning work at a project, each constructor and employer engaged in construction shall complete an approved registration form. The constructor shall ensure that each employer at the project provides to the constructor a completed approved registration form; and a copy of the employer's completed form is kept at the project while the employer is working there."

Conformément à l'article 5 du règlement intitulé *Construction Projects*, pris en application de la Loi sur la santé et la sécurité au travail, «les constructeurs et les employeurs associés à des travaux de construction doivent remplir un formulaire officiel avant de commencer leurs travaux. Les constructeurs doivent veiller à ce que tous les employeurs associés au chantier lui remettent un formulaire d'inscription dûment rempli. Une copie du formulaire d'inscription des employeurs doit être gardée au chantier tant et aussi longtemps que les employeurs y travaillent.»

Nature of Business (check one) Genre d'entreprise (cochez une case)			
<input type="checkbox"/> Individual Individuelle	<input type="checkbox"/> Sole proprietorship À propriétaire unique	<input type="checkbox"/> Partnership En nom collectif	<input checked="" type="checkbox"/> Corporation Société
Name and Full Address of Business / Nom et adresse complète de l'entreprise Jones Group Ltd 7809 Howard Ave Amherstburg, Ont N0B 1J0			
Telephone No.: N° de téléphone 519 726 6033		Fax: N° de télécopieur 519 726 6034	
Names of Corporations Nom des sociétés		Main Business Address Adresse principale	
1.			
Telephone No.: N° de téléphone		Fax: N° de télécopieur	
2.			
Telephone No.: N° de téléphone		Fax: N° de télécopieur	
Names of Directors & Principal Officers Nom des directeurs et des principaux dirigeants		Title Titre	Date Appointed Date d'entrée en fonction
1. Terry Jones		President	1995
2.			
Average No. of Employees on Project Nombre moyen d'employés sur le chantier			
<input checked="" type="checkbox"/> 1 - 5 <input type="checkbox"/> 6 - 19 <input type="checkbox"/> 20 - 49 <input type="checkbox"/> 50 + / 50 et plus			
Master Business Licence No. N° du permis principal d'entreprise (MCC) 1797501	Retail Sales Tax No. N° de taxe de vente au détail 854210051	WSIB No. N° de compte (CSPAAT) 359 0482-	WSIB Rate No. N° de groupe tarifaire (CSPAAT) 723
I hereby certify that the above information is correct / J'atteste par la présente que les renseignements donnés plus haut sont exacts.			
Position & Title Poste et titre GENERAL MANAGER		Signature Signature	Date Date 02/23/17

Employers are required to submit the completed form to the Constructor for posting/display at the project.
 Les employeurs doivent remettre le formulaire dûment rempli au constructeur pour qu'il puisse l'afficher sur le chantier.

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
02/16/2017

BROKER



HUB International Ontario Limited
3063 Walker Road
Windsor, ON N8W 3R4

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A	Everest Insurance Company of Canada
Company B	
Company C	
Company D	
Company E	

INSURED'S FULL NAME AND MAILING ADDRESS

Jones Group Ltd. a/o Terry Jones
7809 Howard Avenue
Windsor, ON N0R 1L0
Canada

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input type="checkbox"/> HIRED AUTOMOBILE	A	E4EN003025	04/29/2016	04/29/2017	EACH OCCURRENCE	\$ 5,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGGREGATE	\$ 5,000,000
					PERSONAL INJURY	\$ 5,000,000
					EMPLOYER'S LIABILITY	\$ 2,000,000
					TENANT'S LEGAL LIABILITY	\$ 1,000,000
					NON-OWNED AUTOMOBILE	\$ 5,000,000
					HIRED AUTOMOBILE	\$
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>					BODILY INJURY PROPERTY DAMAGE COMBINED	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	\$
					AGGREGATE	\$
OTHER (SPECIFY)						\$
						\$
						\$
						\$
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS/ ADDITIONAL INSURED

Town of Amherstburg is added as Additional Insured(s) to the Commercial General Liability Policy but only insofar as their legal liability arises, vicariously, out of operations performed by, or on behalf of, the Named Insured. Policy limits are not increased by such addition.

CERTIFICATE HOLDER

Town of Amherstburg
271 Sandwich Street S
Amherstburg, ON N9V 2A5
Canada

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOUR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Per: *Chana*
Page 1 of 1



eClearance

Clearance Certificate

Clearance Certificate Generation Result

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance Certificate Number	Validity period (dd-mmm-yyyy)	Principal Legal / Trade Name	Principal Address
<u>JONES GROUP LTD.</u>	7809 HOWARD AVE, AMHERSTBURG, ON, N0R1J0, CA	4211-001: Wrecking and Structural Demolition 4211-002: Non-Structural Interior Demolition 4214-000: Excavating and Grading	<u>E200000BNZBW</u>	23-Feb-2017 - 19-May-2017	<u>CORPORATION OF THE TOWN OF AMHERSTBURG / TOWN OF AMHERSTBURG</u>	271 SANDWICH ST SOUTH, AMHERSTBURG, ON, N9V2A5, CA

Addendum #1

Under Scope of Work

Remove paragraphs:

Upon completion of demolition, the Contractor shall provide topsoil or approved fill that may be needed to fill voids, depressions or holes that were created as a result of the demolition activities. The demolition site shall be compacted, graded and free of protrusions, demolition debris and abrupt edges. The goal is to create the desired topography, soil profiles and drainage patterns to support restoration efforts and to assure that the existing storm water system can be maintained after completion of the project. (Example: site grading to slope to existing catch basin) The site shall be graded so that water does not pond or accumulate on site and or adversely affect adjacent properties.

The final restoration site shall be free of voids and pockets and in a condition with a minimum of four inches of a clean top soil. The final restoration shall include hydroseeding at a time suitable to the Town and the grading shall be suitable for mowing with a push type mower.

Replace them with new subsection under Scope of Work

Restoration

Base Price - Upon completion of demolition, the Contractor shall provide topsoil or approved fill that may be needed to fill voids, depressions or holes that were created as a result of the demolition activities. The demolition site shall be compacted, graded and free of protrusions, demolition debris and abrupt edges. The goal is to create the desired topography, soil profiles and drainage patterns to support restoration efforts and to assure that the existing storm water system can be maintained after completion of the project. (Example: site grading to slope to existing catch basin) The site shall be graded so that water does not pond or accumulate on site and or adversely affect adjacent properties.

The final restoration site shall be free of voids and pockets and in a condition with a minimum of four inches of a clean top soil. The final restoration shall include hydroseeding at a time suitable to the Town and the grading shall be suitable for mowing with a push type mower.

Alternate #1 - Upon completion of demolition, the Contractor shall provide Granular A fill that may be needed to fill voids, depressions or holes that were created as a result of the demolition activities. The demolition site shall be compacted, graded and free of protrusions, demolition debris and abrupt edges. The goal is to create the desired topography, profiles and drainage patterns to support restoration efforts and to assure that the existing storm water system can be maintained after completion of the project. (Example: site grading to slope to existing catch basin) The site shall be graded so that water does not pond or accumulate on site and or adversely affect adjacent properties.

The granular A to be used shall be to OPSS.MUNI 1010. As per OPSS.MUNI 1010 the Town will accept reclaimed concrete material (RCM) that meets these specifications. As per OPS.MUNI 1010 the reclaimed material must not contain any steel or loose reinforcing materials. Any reclaimed material containing steel or loose reinforcing material will be rejected and the proponent will be required to remove it from site.

ADDENDUM #2

A) PAGE IP-2

SCOPE OF WORK

The requirement to dispose of all debris in the Essex Regional Landfill has been removed.

The Option to crush on-site prior to removal of debris has been added.

REMOVE: The Proponent shall be responsible for demolition of the structure and site with disposal of all debris, material, and equipment in the Essex Regional Landfill located on County Road 18(eighteen) in the Town of Essex and in accordance with applicable local and provincial laws. All raised curbing, structural supports, equipment pads, storage tanks, blocks or concrete foundation walls, retaining or support walls that extend or protrude below grade shall be removed at the time of demolition.

REPLACE WITH:

OPTION 1: The Proponent shall be responsible for demolition of the structure and site with disposal of all debris, material, and equipment in accordance with applicable local and provincial laws. All raised curbing, structural supports, equipment pads, storage tanks, blocks or concrete foundation walls, retaining or support walls that extend or protrude below grade shall be removed at the time of demolition.

OPTION 2: The Proponent shall be responsible for demolition of the structure and site with disposal of all debris, material, and equipment in accordance with applicable local and provincial laws. On-site crushing of debris prior to disposal is permissible. All raised curbing, structural supports, equipment pads, storage tanks, blocks or concrete foundation walls, retaining or support walls that extend or protrude below grade shall be removed at the time of demolition.

B) PAGE IP-5

PROPOSAL CLOSING DATE AND TIME

The Closing Date has been changed.

REMOVE: 11:00 am (local time), Tuesday January 31, 2017

REPLACE WITH: 11:00 am (local time), Monday February 6, 2017

C) Page IP-7

EXAMINATION OF SITE AND MANDATORY SITE MEETING

The date for the mandatory site visit has been changed.

REMOVE: A mandatory site visit will take place on January 16th at 2:00 pm local time

REPLACE WITH: A mandatory site visit will take place on January 24th at 1:00 pm local time.

D) APPENDIX E

PROPOSAL PRICING SHEET

The Appendix is to be replaced to include pricing for Optional Crushing on site prior to removal of debris.

REPLACE WITH:

APPENDIX E

PROPOSAL PRICING SHEET

Option 1: Removal of Debris

1. A) BASE PRICE - Topsoil and Hydroseed

LUMP SUM:

Includes ALL Costs (Consulting, Demolition, Clean up, etc)

HST @ 13%:

TOTAL PROPOSAL PRICE:

1. B) ALTERNATE #1 - Aggregate

LUMP SUM:

Includes ALL Costs (Consulting, Demolition, Clean up, etc)

HST @ 13%:

TOTAL PROPOSAL PRICE:

Option 2: Crush on Site and Remove Debris

2. A) BASE PRICE - Topsoil and Hydroseed

LUMP SUM:

Includes ALL Costs (Consulting, Demolition, Clean up, etc)

HST @ 13%:

TOTAL PROPOSAL PRICE:

2. B) ALTERNATE #1 - Aggregate

LUMP SUM:

Includes ALL Costs (Consulting, Demolition, Clean up, etc)

HST @ 13%:

TOTAL PROPOSAL PRICE:

CORPORATION OF THE TOWN OF AMHERSTBURG
AMA ARENA DEMOLITION
PROJECT NO. PP-PS-17-01

ADDENDUM NO. 3

TENDERER QUESTIONS AND ANSWERS

- A3-1 Question: Addendum #2 replaces "debris to go to Essex Regional landfill" with "in accordance with applicable local and provincial laws". Is this allowing us to take it wherever we like?
- Answer: Yes, to an official landfill.
- A3-2 Question: Alternate pricing #1 aggregate. Is this a price to backfill all existing foundation/footing trenches with granular? Or like base price clay backfill but with 4" of granular on top rather than topsoil?
- Answer: Yes, Alternate #1 price to backfill all existing foundation/footing and trenches with granular A.
- A3-3 Question: On Appendix E the tender reads all cost including consulting. What type of consulting is it asking for?
- Answer: If the proponent chooses to engage with a consultant, those costs will be the responsibility of the proponent, not the Town.
- A3-4 Question: Please clarify "Crush onsite and remove debris" Is this crushing the garbage or concrete or both?
- Answer: Concrete only.
- A3-5 Question: If crushing isn't an option for us and Option two on Appendix E is left blank on our tender submission will this result in a disqualification?
- Answer: No.
- A3-6 Question: I haven't received anything from Indoor Environmental regarding the asbestos roof material removal and whether we can remove by hand or by machinery? Please confirm
- Answer: Removal by hand is a Type 1 Removal and removal by machine is a Type 3 Removal. The proponent must include the Type of Removal in their proposal and all regulations must be followed.
- A3-7 Question: To confirm we only need to cap all the building services at the lot line and NOT at the main?
- Answer: Yes.

CORPORATION OF THE TOWN OF AMHERSTBURG
AMA ARENA DEMOLITION
PROJECT NO. PP-PS-17-01

ADDENDUM NO. 4

TENDERER QUESTIONS AND ANSWERS

A4-1 Question: What is the square footage of the original building built in 1970?

Answer: Approximately 27,000 square feet

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AMA ARENA COMPLEX DEMOLITION
PP-PS-17-01

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INFORMATION TO PROPONENTS

1. BACKGROUND INFORMATION

The Town of Amherstburg is located in southwestern Ontario, approximately 30 kilometers southwest of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The current population of the Town of Amherstburg is just over 21,000.

The Town of Amherstburg wishes to obtain a proposal to provide demolition services of the AMA Arena Complex and remediation of the site.

2. DEFINITIONS

“Corporate Contact” is the Town employee(s) defined as the sole contact(s) in relation to the administration of the Proposal process.

“Designated Substance and Select Hazardous Materials Assessment” is a report commissioned and provided by the Proponent which governs the removal and disposal of hazardous materials.

“Project Manager” is the Town employee who will oversee the completion of the contract in accordance to this Proposal, contract and agreement. This individual will take management of the project after the contract has been successfully awarded.

“Proponent” means the individual, firm, company or corporation submitting a Proposal to the Town.

“RFP” means Request for Proposal.

“Total Proposal Price” means an evaluation of quality and service in assessment of Proposals and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs and any applicable disbursements that determine the lowest compliant Proposal.

“Town” means the Corporation of the Town of Amherstburg

“Work” means any of the following tasks, or combinations, thereof:

1. Supply or provision of articles or materials;
2. Supply of labour;
3. Performance of functions and tasks;
4. Provision of services;
5. Equipment operated or not operated;
6. Construction or repairs as specified;
7. Security deposit

3. TERMS OF REFERENCE

The subject property is located on the north side of Victoria St (refer to Appendix F). The property has an area of approximately 2.42 acres (refer to Appendix F). The Official Plan designates the property as "Community Facility". The Zoning By-law zones the lands "RE-Recreational"

The subject site is improved with skating arena containing an area of approximately 31,632 square feet. The main arena was constructed in 1970.

The arena itself contains viewing stands, washrooms, multiple locker rooms, a concession area, an announcer's booth and various storage rooms. Interior building materials consist of concrete floors, vinyl floor tiles, concrete block walls and drywall. The roof of the arena consisted of asphaltic shingles over a wooden deck. The roof of the arena washrooms are tar and gravel layered roofing materials.

The subject property is in a generally poor state of repair. Most mechanical systems are inoperative, including mechanical systems associated with the operation of the arena.

The Town undertook to retain a Structural Engineer while the arena was operational to examine the integrity of the roof. It is noted that no review or additional work has been undertaken by the Town since 2009. The successful proponent would need to meet the requirements of the Ontario Building Code for the demolition of Part 3 Buildings as follows:

1.2.2.3. Demolition of a Building

(1) The applicant for a permit respecting the *demolition of a building* shall retain a *professional engineer* to undertake the general review of the project during *demolition*, where,

(a) the *building* exceeds 3 storeys in *building height* or 600 m² in *building area*,

(b) the *building* structure includes pre-tensioned or post-tensioned members,

(c) it is proposed that the *demolition* will extend below the level of the footings of any adjacent *building* and occur within the angle of repose of the *soil*, as drawn from the bottom of such footings, or

(d) explosives or a laser are to be used during the course of *demolition*

SCOPE OF WORK

The Proponent shall provide within their proposal the methodology of demolition including sequencing, identification all lay-down/storage areas, include a Demolition Safety Plan, identify intended haul routes for materials, include a site fencing schematic, and include all other relevant details pertaining to the methods and approach the Proponent intends to adopt for the completion of this project.

The Proponent must arrange for locates prior to the start of demolition.

The Proponent shall be responsible for demolition of the structure and site with disposal of all debris, material, and equipment in the Essex Regional Landfill located on County Road 18 (eighteen) in the Town of Essex and in accordance with applicable local and provincial laws. All raised curbing, structural supports, equipment pads, storage

tanks, blocks or concrete foundation walls, retaining or support walls that extend or protrude below grade shall be removed at the time of demolition.

Upon completion of demolition, the Contractor shall provide topsoil or approved fill that may be needed to fill voids, depressions or holes that were created as a result of the demolition activities. The demolition site shall be compacted, graded and free of protrusions, demolition debris and abrupt edges. The goal is to create the desired topography, soil profiles and drainage patterns to support restoration efforts and to assure that the existing storm water system can be maintained after completion of the project. (Example: site grading to slope to existing catch basin) The site shall be graded so that water does not pond or accumulate on site and or adversely affect adjacent properties.

The final restoration site shall be free of voids and pockets and in a condition with a minimum of four inches of a clean top soil. The final restoration shall include hydroseeding at a time suitable to the Town and the grading shall be suitable for mowing with a push type mower.

All streets, sidewalks and curbs shall be protected during demolition and swept clean during and upon completion of the project.

Haul Route and Site Access

The contractor shall limit the heavy vehicles and equipment to Victoria Street South from the construction site to Simcoe Street. From the intersection of Simcoe Street and Victoria Street South, the contractor shall limit their heavy vehicles to the following "Heavy Vehicle Routes" as provided in the Town's Traffic Bylaw:

Heavy Vehicle Routes

HIGHWAY	FROM	TO
Sandwich St	Northerly limit	Southerly limit
Alma St	Sandwich St	Meloche Road
Simcoe St	Sandwich St	Easterly limit
Meloche Rd	Simcoe St	Alma St
Victoria St	Alma St	Northerly limit

"Heavy Vehicle" means a vehicle having a gross weight, including the vehicle, object or apparatus and load, in excess of 5,000 kilograms.

The contractor will be responsible for any damage to the road as a result of their operations of equipment or trucks during the demolition. The contractor shall be required to repair the road to the satisfaction of the Project Manager or Manager of Roads and Fleets.

Traffic Control and Public Safety

- a) For the duration of the scope of work, the Proponent must provide traffic and pedestrian control at all times.
- b) The Proponent is responsible to properly identify the site as a construction site, must properly barricade and secure the job site at all times from any public safety issues and insure the perimeter is securely marked and identified.
- b) The work shall be fully supervised and controlled to cause as little disruption, dust and noise as possible and public disturbances. The Supervision will be the responsibility of the Contractor.

Pollution Control

- a) Emissions from all equipment to be controlled and meet all provincial and local emission requirements,
- b) Cover or wet down dry materials and rubbish to prevent blowing of dust and debris. Provide dust control where needed, with specific detail to harmful materials to the environment, and
- b) The Proponent shall be held responsible for repair or cleaning due to damage or soiling to any adjacent properties and structures caused by dust, debris and any other materials projected from the work site.
- c) The Proponent shall ensure all haul routes and adjacent roadways are free of materials, dust and debris directly attributable to the project.
- d) The Proponent and the Manager of Facilities shall conduct a work site post-condition survey and site examination following demolition and completion of all work. The work shall not be deemed complete until the Manager of Facilities performs a final inspection and is satisfied with the work.

Requirements for Demolition of AMA Arena:

Demolition Permit is the responsibility of the Proponent to obtain; all applicable permit fees will be the responsibility of the Proponent. The Proponent must arrange an inspection with the Chief Building Official prior to demolition.

- a) Remove and dispose of hazardous materials as identified in the “Designated Substance and Select Hazardous Materials Assessment” provided by the Town’s Consultant in accordance with the Ministry of Labour requirements stated in the Occupational Health and Safety Act and Regulations for Construction. **The cost for removal and disposal of all hazardous material shall be borne by the Proponent and shall form part of the cost proposal of the Proponent. No additional claims for the removal and disposal of hazardous materials will be considered by the Town.**

- b) All fixtures, equipment etcetera that are in the facility at the time of the site meeting will remain with the facility and be part of the demolition unless specifically noted by the Manager of Facilities at the time of the Site meeting.
- c) Electrical Service has been disconnected. Proponent has to confirm prior to demolition.
- d) Footings/foundation walls to be completely removed and crawl space and voids filled using clean clay and compacted in place.
- e) Sewer gas and water shall be disconnected and removed from the equipment and structure(s) accordingly. The Proponent shall be responsible for coordinating with the service providers and performing all work necessary to assure that the services are properly disconnected, closed and shut off. Sewer laterals and water lines serving the demolished structure(s) shall extend vertically to finished grade and shall be capped at the property line with an approved plumbing device, to the satisfaction of the Town.

4. ABILITY AND EXPERIENCE OF APPLICANT

Proponents must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary qualifications to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided within the Proponent's submitted proposal documents.

The Town of Amherstburg may investigate as it deems necessary to determine the ability of the Proponent to perform the work and the Proponent shall furnish to the Town all such information and data for this purpose as the Town may request. The Town of Amherstburg reserves the right to reject any quotation if the evidence submitted or investigation of such Proponent fails to satisfy the Town of Amherstburg that the Proponent is qualified to carry out the obligations of the contract.

5. PROPOSAL CLOSING DATE AND TIME

Proposals, contained in sealed envelopes with the provided envelope covers (appendix A and appendix B) firmly affixed, will be received by:

**Clerks Department
Town of Amherstburg – Town Hall (Upper Level)
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

Up until:

11:00 am (local time), Tuesday January 31, 2017

Proposal envelope #1 will be opened in public shortly after the official closing time to ensure compliance with the proposal requirements. Envelope #2 will not be opened in public.

Proposals must be received at the address noted above no later than the specified closing time. Proposals received after said closing time will not be accepted or considered.

6. METHOD OF SUBMISSION

Proposals must be submitted in sealed envelopes by way of hand delivery, courier service, or mail prior to the Proposal closing time.

Delivery of Proposal through a third party mail courier service shall be at the risk of the Proponent and must be arranged in due time for the Proposal to arrive at the specified location before the Proposal closing time. Failure of a third party courier service to submit the Proposal prior to the Proposal closing time will result in the disqualification of the Proposal, and will be at no fault of the municipality.

Proposals sent by email or facsimile will not be accepted.

7. PROPOSAL ENVELOPE SUBMISSION REQUIREMENTS

Proposals must be supplied in using the two-envelope submission system defined in this document.

Envelope 1 shall bear the envelope cover supplied in Appendix A – ‘Envelope 1 Cover’ of this document, and must contain the following **mandatory** pages:

PROPONENT IDENTIFICATION SHEET	P-1
REFERENCES	P-2 to P-3
ACKNOWLEDGEMENT OF PROPOSAL DOCUMENTS AND ADDENDA RECEIVED BY PROPONENT	P-4
ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED	P-5

Envelope 2 shall bear the envelope cover supplied in Appendix B – ‘Envelope 2 Cover’ of this document, and must contain:

- The Proponent’s proposal document (1 original and 3 duplicate copies)
- Schedule E

All envelopes must be sealed bearing the appropriate envelope covers supplied in this document. The envelope cover must be affixed to the Proponent’s envelope without any extra exterior covering. Failure to affix the envelope covers to the submission envelopes may result in disqualification of the proposal.

8. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

The successful bidder, together with a surety company approved by the Town and authorized by law to carry on business in the Province of Ontario, shall furnish to the Town a Performance Bond and a separate Labour and Material Payment Bond in the amount of one hundred percent (100%) of the total RFP price (not including H.S.T.) and such additional amount, if any, as may be required by the Town.

The Town will notify the successful bidder accordingly when the RFP has been awarded. The successful bidder will be required to execute and furnish to the Town the Performance Bond and the Labour and

Material Payment Bond as required herein and after notification of the award of contract by the Town. Contracts will not be executed without the provision of said bonds and no work shall commence until said bonds have been provided.

9. EXAMINATION OF SITE AND MANDATORY SITE MEETING

A mandatory site visit will take place on January 16th at 2:00 pm local time. Proponents shall meet at 209 Victoria St S. Amherstburg promptly at 2:00 pm and sign-in on the site visit sign in sheets. Failure to sign-in at this meeting may invalidate any further proposal from a proponent not documented as attending the site visit. This site visit will encompass multiple sites and attendees shall be responsible for their own transportation to and from each site. **Copies of the Designated Substance Survey will be provided at this meeting.** Failure of a Proponent to attend the mandatory site visit and sign in as a participant will invalidate any subsequent proposal provided by said Proponent. **Further details will be provided by the Town in advance of the mandatory meeting.**

Each Proponent must duly review the plans and specifications of the intended project before submitting his proposal and must satisfy himself as to the extent of the work to be met during the project. The Proponent is not to claim at any time after submission of his proposal that there was any misunderstanding of the terms and conditions of the contract relating to the scope of work.

10. INSURANCE

Upon award of the contract and prior to commencement of work, the Proponent shall furnish the Project Manager with satisfactory Certificates of Insurance (COI) containing the information below, for the period of the execution of the work:

- i. A Commercial General Liability (CGL) and Environmental Liability policy that shall be not less than 5 million dollars per occurrence.
- ii. A Commercial Automobile policy with liability limits that shall be not less than 5 million dollars.
- iii. Property insurance with replacement value for all property owned by the Proponent.
- iv. The CGL/Environmental policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause.
- v. The certificates of insurance must also include acknowledgement that coverage under the policies specifically extend to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.
- vi. All required insurance shall be endorsed to provide that the policies shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Amherstburg.

The Town will maintain property insurance on all property owned by the Municipality, inclusive of a Boiler and Machinery endorsement.

11. CORPORATE CONTACT AND COMMUNICATIONS

Additional information, including clarifications, regarding this Proposal may be obtained by contacting the following individuals by telephone or email:

Administrative Inquiries (regarding tender procedures, insurance, etc.)

Purchasing Department

Town of Amherstburg

Phone: 519-736-0012

Email: purchasing@amherstburg.ca

Technical Inquiries (regarding the scope of work of the contract)

Sandy Lindsay

Town of Amherstburg

Phone: 519-736-5712 extension 2126

Email: slindsay@amherstburg.ca

Contact with Town of Amherstburg officials or staff other than the staff member named as is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to Proponents will be binding on the Town.

After the contract has been awarded, the Technical Contact noted above will serve as the Project Manager on behalf of the Town, who will oversee the completion of the contract per the specifications noted in this document.

12. PROPOSAL VALIDITY PERIOD

Proposals shall remain valid and open for acceptance for a period of 90 days from the Proposal closing date.

13. SUBMISSION CONFIDENTIALITY

All Proposals submitted to the Town will be considered confidential, conditional to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information regarding content of proposals will remain confidential as the Town reserves the right to negotiate with Proponents.

At no time will Proponents divulge any confidential information provided to or acquired by the Proponent or disclosed by the Town throughout the course of the intended project.

The successful Proponent acknowledges that information of any kind provided throughout the course of the intended project are the exclusive property of the Town and shall not be disclosed or released to any person or organization without written authorization from the Town having been previously provided.

14. INFORMAL OR UNBALANCED PROPOSALS

Proposal documents must be legible. Alterations of any kind must be clearly made in ink and initialed by the Proponent, or the proposal may be subject to automatic rejection.

Proposals containing a project period or schedule adverse to the objectives of the Town's interests may be rejected.

Proposals containing prices so unbalanced as to adversely affect the interests of the Town may be subject to rejection.

If any amount within the proposal does not agree with the extension of an estimated quantity and unit price, the unit price shall govern.

A discrepancy in addition or subtraction shall be corrected by the Town by adding or subtracting the items correctly and correcting the Total Proposal Price, unless the Town decides otherwise. If an error has been made transposing an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Proposal Price shall be corrected accordingly.

If an omission has occurred wherein an item of work has not been provided a price in the Form of Proposal, the Proponent shall, unless otherwise stated in his Proposal, be deemed to have allocated this price elsewhere in the Form of Proposal for the cost of carrying out said item of work and, unless otherwise directed by the Town, no increase shall be made in the Total Proposal Price because of said omission.

The Town may wave formalities at its discretion, provided the Town's Purchasing Policy has been adhered to.

15. CORPORATE SEAL

The Form of Proposal requires the application of the Proponent's corporate seal on a number of pages. The corporate seal must be applied on each page as required to make the proposal valid. If a corporate seal is not present on the required Form of Proposal pages, the Proponent must indicate that the proposal signatory is legally authorized to bind the company by completing the acknowledgement provided below the request for the corporate seal.

Failure to provide corporate seals or acknowledgement that the signatory is legally able to bind the company in the required locations on the Form of Proposal may result in the rejection of the proposal.

The Town reserves the right to request proof of legal authority to bind the company at its discretion.

16. RESERVATION OF RIGHT

Proponents will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to the Town. Proposals may be withdrawn in accordance to Section 23 – Withdrawal or Qualifying of Proposals contained in this document.

17. ADDENDA

Proponents may be notified during the Proposal period of required additions to, deletions from, or alterations in the requirements of the Proposal documents.

Any addenda issued after the posting of this Proposal will be emailed and faxed to each Proponent up to 48 hours prior to the Proposal closing time. It is the sole responsibility of Proponents to review and respond to addenda issued following the issuance of this request for Proposal in their submissions.

If addenda are issued within 48 hours of closing this request for Proposal, the closing date of this Request for Proposal will be adjusted accordingly.

Addenda must be acknowledged on page P-4 and provided with the Proposal. Failure to acknowledge addendums may result in the rejection of the Proposal.

18. HARMONIZED SALES TAX (HST)

H.S.T. is not to be included in unit pricing or lump sum pricing. For proposal purposes, HST is excluded and shall be considered extra. HST will be added as extra to any payments or progress payment for work completed, with HST calculated at 13%, or such other rate as determined by Revenue Canada Agency.

19. PRICING TO REMAIN FIRM

Pricing provided under this Proposal shall remain firm and unchanged for the entire validity period stated in this Proposal. (See Section 12 – Proposal Validity Period)

20. COSTS INCURRED BY PROPONENTS

Expenses incurred by Proponents for the preparation and submission of Proposals to the Town, or any work done in correlation thereof, shall be borne by the Proponent.

No payment will be provided for any Proposals submitted or for any other effort made by the Proponent prior to the commencement of the services as defined and approved by the Town.

21. PROPOSAL FEES

Proponents are to complete the price schedules as provided in Appendix E:

- Schedule A – Demolition of AMA Arena Pricing Sheet

Prices shall be submitted as a lump sum, per year amount on Price Schedules A as provided in Appendix E. Prices shall be all inclusive, including labour, material, overhead and profit to provide for all services specified.

The prices submitted shall include any adjustments required by the successful Proponent for inflationary measures and increases in cost of consumables.

22. PAYMENT OF FEES

It should be noted that payment of invoices will be Net 60 days. Requests from the successful Proponent for early payment of invoices will be subject to a 2% discount.

23. WITHDRAWAL OR QUALIFYING OF PROPOSALS

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by the Proponent for this contract.

A Proponent may withdraw his proposal at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the proposal closing location in sufficient time to be marked with the time and date of receipt, and for the Town to note the withdrawal of the proposal prior to the official closing time.

When a request to withdrawal a proposal has been received prior to the closing time, and it has been verified to be signed and sealed by the corporation, the unopened submission envelope will be returned to the Proponent.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a proposal. If applicable, the bid deposit shall be forfeited to the Town when a Proponent attempts to withdraw their proposal after the proposal closing time, in addition to any consequence or applicable legal penalty.

24. DISQUALIFIED PROPOSALS

The Town will not accept Proposals that:

- a) Are received by the Town at the closing location any time after the closing time advertised for the Proposal
- b) Do not contain the required bid bond, certified cheque or bank draft in the required amount (if so required by the request for Proposal)

Disqualifications of Proposals shall be subject to the Town's Purchasing Policy.

25. PRIVILEGE CLAUSE

The lowest or any Proposal may not necessarily be accepted. The Corporation of the Town of Amherstburg reserves the right to delete any part, or parts from the Proposal without stating reasons therefore. In the event of any deletion, it is agreed that the contractor will have no claim for loss of potential profit or overhead costs.

26. RECORD AND REPUTATION

Without limitation to any other privilege of the Town, and notwithstanding whether a submitted proposal otherwise satisfies the requirements of the proposal or not, the Town may instantly reject any proposal from a Proponent where:

- a) The Proponent is current in litigation with the Town
- b) Registration of Construction liens on past projects conducted by the Proponent for, or on behalf of, the Town
- c) The failure of the Proponent to pay, in full, any outstanding payments, interests, and costs owing to the Town after the Town has requested payment of same
- d) The refusal of the Proponent to enter into the contract with the Town after the Proponent's Proposal has been accepted by the Town
- e) The refusal of the Proponent to perform or complete performance of a contract with the Town at any time after the Proponent has been awarded the contract by the Town
- f) The refusal of the Proponent to follow logical directions of the Town or to alleviate a default under any contract with the Town when required by the Town or the Town's representative
- g) Acts or omissions by the Proponent resulting in a claim by the Town under a bid bond, performance bond or any other security required to be submitted by the Proponent on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

27. EVALUATION OF PROPOSAL

The evaluation measures for this proposal are outlined in the evaluation and criteria ranking sheet provided in Appendix D and will be conducted by an Evaluation Committee. The Town of Amherstburg is responsible for evaluating the submissions and the successful Proponent will be decided upon in accordance with the Town's Procurement policy.

Additional Information - Interviews

Based upon evaluation results of the RFP, the Town may require an interview from any or all of the top three highest scoring Proponents prior to awarding the contract. In such case, the interview would form part of the final evaluation. All such interviews will be at the Proponent's expense. Any additional information may in no way materially alter or add to the submission originally proposed.

Interviews will be conducted on a date and location to be determined. Proponents selected for interviews will be contacted to set up a meeting time and place. It is anticipated that the presentation will consist of a brief five minute introduction of the proposal Evaluation Committee, followed by a short by the Proponent (maximum 15 minutes), and concluded with a forty five (45) minute question and answer period.

Failure to attend the interview on the date specified may be cause for disqualification.

28. REVIEWS AND NEGOTIATIONS OF PROPOSALS

The Town may discuss with a Proponent for the purpose of clarification of their proposals to assure full understanding of the RFP requirements.

All information will be kept secure until after an award recommendation has been made. All conversations and negotiations must be coordinated by the corporate contact assigned to this RFP.

29. PROPOSAL ACCEPTANCE OR REJECTION

It is understood that the Corporation of the Town of Amherstburg is not bound to accept the lowest, or any bid submission.

The Corporate Contact will recommend the award contract to the most suitable and appropriate Proponent as selected by the RFP Evaluation Committee, and will pursue approval of the award of contract in accordance with the Town's procurement policy. The recommendation of an award of contract to Council does not constitute acceptance of the proposal by the Town.

A proposal is accepted by the Town when the agreement in the form bound herein is executed by the Town and the successful Proponent; or when written authorization of the Town and within the 90 day validity period, has issued a written order to commence work to the successful Proponent. The acceptance of the proposal is also conditional upon the receipt of the required insurance certificates.

The Town is not responsible for any liabilities, expenses, loss or damage to the Proponent subsequent to or by reason of the acceptance or non-acceptance by the Town of any Proposal or by reason of any delay in the acceptance of a Proposal. Proposals are subject to a formal contract being prepared and executed.

If an insufficient number of Proposals are received, Proposals may be returned unopened. If only one proposal is received, the Town reserves the right to open said proposal without being bound to enter into contract with the lone respondent.

30. PROPOSAL RESULTS

The report recommending an award of contract shall be a matter of public record. The results of the proposal, when requested, may be made public by the Town, and may contain the total proposal price.

The name of the successful Proponent and the contract price shall be deemed public information following the award of contract, however, unit prices contained in the proposal will not be released.

Unsuccessful Proponents may request information regarding their proposal evaluation from the Corporate Contact.

31. CONTRACT EXECUTION

Upon approval of the award of contract, the successful Proponent will be notified by the Town that their proposal has been accepted and an official award of contract letter will be provided.

The successful Proponent will be given no more than fourteen days from the receipt of the contract documents for execution of the contract documents and to provide the necessary guarantees, insurance etc. Failure to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in forfeiture of the Proposal deposit (if applicable). No work shall commence on the project until the documents have been executed by the Proponent and the insurance and guarantees have been received.

There shall be no variation or substitution from this Proposal unless approved in writing by the Town.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Town to cancel the contract without being liable for any costs, fees, or charges of any kind.

In the event of labour or supplier strikes, or unexpected events that cease work, the Town reserves the right to suspend this contract.

32. PROPONENT DECLARATION

The Proponent, by submission of a proposal, declares that:

- a) The Proponent has carefully reviewed the required deliverables and specifications in accordance to this proposal
- b) No one other than the Proponent has any interest in this proposal or in the assignment of the pending contract from this proposal
- c) That all representation in the Proposal submission is true and factual
- d) No member of Council or employee of the Town has any direct or indirect pecuniary interest in this Proposal
- e) The Proponent and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Town under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Town employee has been furnished with a direct or indirect financial benefit.

33. CONFLICT OF INTEREST

Proponents participating in this proposal process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Town of Amherstburg may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of contract to the Proponent altogether and provide the contract to the next qualified Proponent.

34. SUBCONTRACTORS OR SUPPLIERS

If the Proponent proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the proposal, the Proponent must request approval in writing from the Project

Manager. The Owner reserves the right at any time to object or refuse to accept any subcontractor, firm, or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Project Manager. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the contractor as a result of this request.

35. PROPONENT'S LIABILITY

The successful Proponent, his agents, employees, or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the performance of the work. The Proponent shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the Proponent's part.

36. INDEMNIFICATION

The Proponent shall indemnify and save harmless the Town, its elected officials, officers, partners, agents, and employees from and against all claims, actions, demands and expenses arising out of any matter in relation to the Proponent or the Proponent's staff's performance or non-performance of the contract, including but not limited to any such claims, actions, demands and expenses resulting from the failure to exercise the reasonable care, skill, and diligence expected of the Proponent in the performance of services. The Proponent shall also be responsible for any costs or damages arising from actions, errors, and omissions of any expert professionals or consultants retained by the Proponent, or its agents or employees in the course of providing services to the Town.

37. ERRORS AND OMISSIONS

The Town shall not be held liable for any errors or omissions contained in any part of this Request for Proposal. The Town has put forth significant effort to ensure accurate data in this Request for Proposal. The information contained in this Proposal is supplied exclusively as parameters for Proponents. The information contained in this Request for Proposal documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the Request for Proposal is intended to relieve the Proponent from forming their own conclusions with respect to the matters contained therein.

38. CONTRACT DOCUMENTS

The Proponent shall take note that the Contract Documents shall include a Contract Agreement, and Certificates of Insurance all to be furnished by the Proponent on a form satisfactory to the Town. The Proponent shall consult with the Town as to the forms required for the Contract and the Proponent shall not qualify his proposal in respect to these matters.

39. PROJECT COMMENCEMENT

The contract will commence upon execution of the formal Agreement between the Town and the successful proponent.

40. COMPLETION DATE

The Proponent shall include in their proposal a complete time frame to undertake and complete the work, with an estimated start date of March 6, 2017.

41. OCCUPATIONAL HEALTH AND SAFETY ACT

The Proponent shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendment of said act. In the event that the contractor fails to comply with the requirements of the above mentioned act, the Town may suspend the continuation of the work forthwith and the suspension will remain in effect until the Proponent has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the Proponent an extension of the time of completion and the Proponent may be liable for liquidated damages to the Town.

42. PROCUREMENT POLICY BY-LAW / GOVERNING LAW

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy, respecting purchasing (copy available upon request). By submitting a Quotation for this subject, the Proponent agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Quotation shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

43. FREEDOM OF INFORMATION ACT

The Proponent hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O, 1990, C.M. 56.

44. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Proponent shall ensure that all its employees, agents, volunteers, or others for whom the Proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Proponent shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Proponent shall also maintain a record of all training provided to the Proponent's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training was provided and the number of individuals to whom the training was provided. The Vendor shall furnish any required records of accessible customer service training to the Town within ten (10) days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

The Town's Accessible Customer Service Standards Policy has been provided in Appendix C.

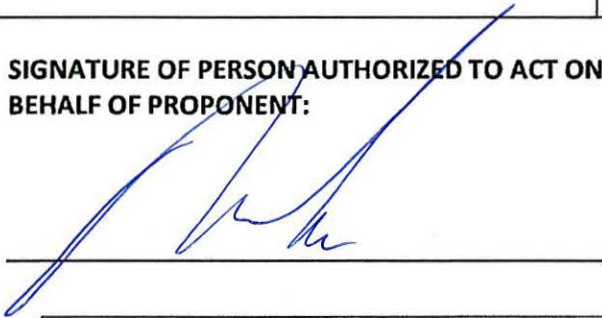
Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accesson.ca/index.aspx.

FORM OF PROPOSAL

PROPONENT IDENTIFICATION SHEET

BUNSIINESS NAME OF PROPONENT:	JONES GROUP LTD
MAILING ADDRESS OF PROPONENT (INCLUDING POSTAL CODE):	7809 HOWARD AVE, AMHERSBURG N0R 1J0
NAME OF CONTACT PERSON REPRESENTING PROPONENT:	MIKE FERRARI
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING PROPONENT:	519-726-6033
FAX NUMBER OF PROPONENT:	519-726-6034
EMAIL ADDRESS OF PERSON REPRESENTING PROPONENT:	mike@jonesgroup.ca
NAME OF PERSON SIGNING ON BEHALF OF PROPONENT:	MIKE FERRARI
TITLE OF PERSON SIGNING ON BEHALF OF PROPONENT:	GENERAL MANAGER

SIGNATURE OF PERSON AUTHORIZED TO ACT ON BEHALF OF PROPONENT:



CORPORATE SEAL:

(Please affix Corporate Seal)

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this proposal document is authorized to act on behalf of the Proponent and is legally able to bind the company."

_____ *Signatory Initials*

REFERENCES

Provide a minimum of three (3) related projects successfully completed by the firm. Note that references may be contacted. The Town of Amherstburg, or any of its employees, shall not be used as a reference.

Reference No.1Company Name: CORPORATION OF THE TOWN OF LASALLEAddress: 5950 MALDEN ROAD, LASALLE ONT. N9H 1S4Contact Name & Title: SCOTT HOLLAND, MANAGER OF FLEET AND FACILITIESTelephone Number: 519-969-7770 EXT 1412

Fax Number: _____

Description of Project: THE COMPLETE DISMANTLING AND REMOVAL FROM THE SITE OF THE ENTIRE CENTENNIAL ARENA FACILITY AND ADJOINING FACILITY TO GRADE LEVELDate of Project: OCTOBER 29, 2015**Reference No.2**Company Name: UNIVERSITY OF WINDSORAddress: 401 SUNSET AVENUE, WINDSOR, ON.Contact Name & Title: MARK RUDKIN FACILITY PLANNING, RENOVATIONS, CONSTRUCTIONTelephone Number: 519-253-3000 EXT 2168Fax Number: 519-561-1404Description of Project: COMPLETE DEMOLITION OF SIX (6) STOREY STUDENT RESIDENCE ELECTA HALL.Date of Project: SEPTEMBER 2015

REFERENCES- (cont'd)

Reference No.3

Company Name: ORCHARD HEIGHTS PROPERTIES

Address: C/O 7809 HOWARD AVENUE, MCGREGOR, ONT. N0R 1J0

Contact Name & Title: DON TETRAULT OWNER

Telephone Number: 519-352-3924 Fax Number:

Description of Project: COMPLETE DEMOLITION OF FORMER GM TRANSMISSION PLANT WALKER
ROAD, WINDSOR.

Date of Project: APRIL 2014

**Provide any attachments in this regard immediately following this sheet*

**ACKNOWLEDGEMENT OF PROPOSAL DOCUMENTS AND ADDENDA
RECEIVED BY PROPONENT**

I/We, the undersigned, hereby acknowledge and confirm on behalf of _____

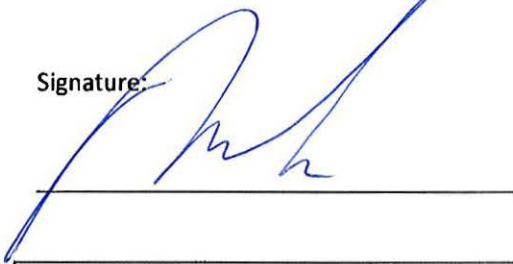
_____ JONES GROUP LTD _____

That I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a bid on Request for Proposal.

1. I/We declare that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a proposal for the supply of the same services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the services described herein.
3. I/We acknowledge that we have received the following addendum to this Request for Proposal and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: _____ to _____ 4 _____.

Signature: _____



Corporate Seal: _____

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this proposal document is authorized to act on behalf of the Proponent and is legally able to bind the company."

_____ *Signatory Initials*

ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED

I/We, the undersigned, hereby acknowledge and confirm on behalf of _____

_____ JONES GROUP LTD _____

That in the event that of only one proposal having been received by the Town of Amherstburg after this call for proposals, the Town reserves the right to open our proposal, or return the proposal unopened.

Should the Town choose to open our proposal, being the lone response after this call for proposals, I/We understand that the Town reserves the right to accept our proposal, negotiate the terms contained our proposal, or reject our proposal altogether, without being bound to award us with a contract for the work.

The Town is not responsible to us for any liabilities, expenses, loss or damage subsequent to or by reason of the acceptance or non-acceptance by the Town of any proposal.

Signature:



Corporate Seal:

If a corporate seal does not exist, please acknowledge the following:

“The signature of the person applied to this proposal document is authorized to act on behalf of the Proponent and is legally able to bind the company.”

_____ *Signatory Initials*



Demolition is Progress

JONES GROUP LTD.
PROPOSAL DOCUMENT
AMA ARENA COMPLEX DEMOLITION
PP-PS-17-01

Jones Group Ltd., a corporation located in the Town of Amherstburg, hereby submits its proposal document for the above noted project. Pricing is as per Appendix E, submitted with this proposal. With over twenty (20) years experience, and being a locally owned and operated family oriented company, Jones Group Ltd. has all the requirements needed to complete this project on time and on budget.

The sequencing of this project will be as follows:

- Complete abatement of all hazardous materials and disposal to an approved site as per provincial statute.
- Meeting with town officials, prior to demolition as per RFP.
- Demolition of structure, with specialized excavators, and removal of all waste to landfill
- Removal of all building structure at and below ground level as per RFP.
- Backfill with approved materials, packed and graded to town approval

Our demolition safety plan will be as it is with all our projects; site supervision with daily safety meetings, daily demolition planning and use of experienced staff. Fencing will be erected around the perimeter of the site including both lots to the North and South, to the running track on the East side and road to the West. Lay down and storage area will be the parking lot to the south of the lot. Our intended haul route will be south on Victoria Ave., to Simcoe, east on Simcoe to Howard Avenue, then north to our landfill site.

We look forward to working with the town on this project.

Sincerely,


Mike Ferrari
General Manager

JONES GROUP LTD.
HAZARDOUS MATERIALS ABATEMENT PLAN
AMA ARENA COMPLEX DEMOLITION
PP-PS-17-01

All asbestos containing material will be removed following Type 1 procedures as indicated in ON Reg. 278/05 prior to any demolition.

All designated substances will be transported and disposed of following all applicable regulations and guidelines.

APPENDIX E

PROPOSAL PRICING SHEET

Option 1: Removal of Debris

1. A) BASE PRICE - Topsoil and Hydroseed

LUMP SUM:	\$138,390.00
Includes ALL Costs (Consulting, Demolition, Clean up, etc)	
HST @ 13%:	\$17,991.00
TOTAL PROPOSAL PRICE:	\$156,381.00

1. B) ALTERNATE #1 - Aggregate

LUMP SUM:	\$158,300.00
Includes ALL Costs (Consulting, Demolition, Clean up, etc)	
HST @ 13%:	\$20,579.00
TOTAL PROPOSAL PRICE:	\$178,879.00

Option 2: Crush on Site and Remove Debris

2. A) BASE PRICE - Topsoil and Hydroseed

LUMP SUM:	\$151,000.00
Includes ALL Costs (Consulting, Demolition, Clean up, etc)	
HST @ 13%:	\$19,630.00
TOTAL PROPOSAL PRICE:	\$170,630.00

2. B) ALTERNATE #1 - Aggregate

LUMP SUM:	\$158,300.00
Includes ALL Costs (Consulting, Demolition, Clean up, etc)	
HST @ 13%:	\$20,579.00
TOTAL PROPOSAL PRICE:	\$178,879.00

Project No: 579
February 24, 2017
Revision: 00

Building Demolition Plan

AMHERSTBURG ARENA, 209 VICTORIA STREET SOUTH, AMHERSTBURG, ON

Submitted to

Mr. Mike Ferrari

Jones Group Inc.

7809 Howard Rd RR 1, McGregor, ON, N0R 1J0

Prepared by

Jonathan Velocci, P.Eng.

Contact Information

2380951 Ontario Ltd.

335 Queenston Road, Niagara-on-the-Lake, ON, L0S 1J0

289-407-1696

Jonathanvelocci@hotmail.com

REV. NO.	DESCRIPTION OF CHANGE
0	ISSUED FOR DEMOLITION PERMIT

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Executive Summary

This demolition general review is intended to protect the public and workers by ensuring that the activities being undertaken are safe as covered by the regulations of the *Building Code Act* and the *Occupational Health & Safety Act*, and other applicable standards.

The performance standard for general review of demolition stipulates that the review can only proceed if a professional engineer has prepared a description of the structural design characteristics, demolition methodology required as part of the permit application, and a detailed demolition plan.

It is important to note that this report by no means constitutes as a design or structural analysis of the current building or structure. Removal of mechanical and electrical systems, architectural features and elements that have no bearing on the structural integrity and stability of the building are not subject to the requirements given in the performance standards. The engineer on record for this report is not responsible for the actions of the contractor that are outside the stated activity and methods that this report describes. The contractor for this report is considered to be Jones Group Ltd. as outlined on the cover page for who this report was prepared for.

It is important to note that the client is not obligated to have the same engineer to provide all the services associated with the demolition. This project's general review is to be conducted by the author of this Demolition Plan. A change of engineers shall constitute a new General Review and Commitment Certificate

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Preliminary Survey Prior to Demolition

As per proper due diligence and part of the proactive approach taken by the contractor, Jones Group, a site survey was completed prior to preparing the demolition permit. The preliminary survey to plan the demolition operation considered the following elements:

- examination of the site and what structures would be necessary to complete a further structural analysis to determine, its condition and the site condition
- examination of the DSS report that was prepared by Indoor Environmental Specialists
- potential effects of removal of any part(s) of the remaining structure
- examined all structural supports consisting of columns, beams, walls, all structure that was easily visible to determine what is load-bearing, what the progression will be and how it will impact any existing structure that could be acting as ties or braces for other parts of the structure; pre-stressed elements
- examination to determine if any part of the structure is suspended from another
- examination to determine if there is any cantilever part of the structure
- walk the perimeter areas and visually inspect to see if there are any evidence showing the effects of soil, water and any other pressure on retaining or foundation walls that could be an issue
- walk through of all basements, vaults, or similar underground construction to examine if they extend beyond the confines of the structure; or if there are any tanks, wells, containers, drums of flammable materials, corrosive chemicals, or gas cylinders
- visually inspect all areas of the building, structure, grounds or existing equipment to check for damage or deterioration that would casus issues
- look at each areas and adjacent structures to check the effects of mechanical demolition on adjacent structures; consideration shall be given to underpinning, shoring, bracing, protection from noise, dust, weather, vibration, and impact
- walk to visually identify the location of underground facilities: electrical power lines, gas lines, oil pipes, phone, water mains, drainage pipes, stem pipes, communications cables. The contractor will provide notification to the proper authorities having jurisdiction such that the proper notices are issued and permits obtained

Description of Structural Characteristics

Structural drawings were not available for the building. A walk through was conducted to visually inspect and assess the building at various points via exposed openings including the ice rink area, roof structure of old and new areas, all maintenance and ancillary rooms including the upstairs mezzanine area. Various areas had openings in the ceiling and access to maintenance rooms. The walk through assessment was to evaluate the overall construction, the progression of demolition and impact on the overall structural integrity of the building during the planned demolition and collapse down to the foundation.

The site consists of the main original arena complex consisting of the inside viewing area both at ice level and mezzanine above, the bleachers in and around the ice rink, the maintenance rooms for the "Zamboni" and compressors/evaporators. The site also has an addition made to the arena that is single

Building Demolition Plan

JOB 579_209 Victoria Street South - Amherstburg Arena – rev0

storey and consists of dressing rooms and office spaces. For the report these areas will be referred to as "the rink" and "the addition" respectively.

The rink comprises of a two storey building in the front of the ice rink, inside offices and viewing areas below, above is a vaulted ceiling mezzanine assembly area as would be defined by the O.B.C. The arena exterior walls are all concrete masonry units (CMU) construction, interior poured footings provide support to the steel columns that are supporting the long span wood beams supporting the roof. The ice rink bleacher areas is poured with areas below. The only pit that appears present is at the end of the rink where the Zamboni enters and exits, the pit looks to be approx. 5 feet in depth and is used as a trench for water as well as a pipe gallery for the ice refrigeration system. The roof is a wood structure both in main support beams, tributary support beams and planking for roof sheathing and covering. The exterior roof has asphalt shingles and has significant slope from ridge down to the end of the wood beams with a mansard type steep pitch at the very end which terminates to the top of CMU wall. The CMU wall extends below grade to the building footing. The ice rink surface thickness is unknown however it is not of structural concern as it is on grade with a pipe network utilized to recirculate the brine solution to free the ice surface.

The addition is single storey, the foundation walls are poured cast in place concrete down to a minimum depth frost footing. CMU walls are used all around the exterior walls to support the precast concrete panels that make up the flat roof structure for the dressing room and office areas.

The entire complex floor area is approximately 50,000 sq.ft. See Appendix A for site photos

A Designated Substance Survey (DSS) has been completed of the areas. Demolition will begin with clearing out any substances or materials contained in the DSS report. .

Upon observation and as mentioned above there are were no major pits except for the area where the Zamboni enters and exists the ice surface. These areas will be required to have barriers to prevent access to the fall hazard otherwise filled in and compacted prior to and during demolition.

The demolition scope is to remove the entire facility including all structure above and below grade including slabs on grade, foundation walls and footings in addition to any pipe network for the cooling system located below grade. As part of the contract with the Town of Amherstburg the site will be remediated with a combination of Granular B placed and compacted and/or top soil or clay where required. To satisfy the necessities of safety on the construction no pits, voids or areas of depressions will remain at the conclusion of the demolition.

Safety Measures

The demolition to be carried out must be done so in accordance with the requirements of the following (if and where / as applicable):

- Building Code Act
 - Ontario Building Code – most recent revisions and amendments
- Occupational Health & Safety Act
 - Regulations for Construction Projects, O. Reg. 213/91
 - Asbestos on Construction Projects and in Buildings and Repair Operations, O.Reg. 278/05

Building Demolition Plan

JOB 579_209 Victoria Street South - Amherstburg Arena – rev0

- Ontario Fire Code, Part 8 – Demolition
- CSA Standards S350-M1980, Code of Practice for Safety in Demolition of Structures
- National Building Code, Part 8 – Safety Measures at Construction & Demolition Sites

In accordance with OHSAR, it is the responsibility of the building owner to ensure the safety of workers from hazardous materials. A detailed survey to determine the types and conditions of hazardous material shall be carried out and provided to the contractor prior to demolition. A DSS has been prepared and has been reviewed for this project. Precautions must be taken to prevent injury to a person on or near this project or adjoining property that may result from the demolition of this building structure. Protective steel fencing, minimum of 6 feet in height shall be installed around the entire site and maintained in good condition around the entire site until the demolition works and backfilling activities are completed.

Consideration and contingency for any significant effects on the environment that could arise during the demolition works is important. It is the responsibility for the contractor to provide any necessary mitigation or remedial measures.

Before demolition commences a sweep of the entire facility(s) must be completed and all workers on the site be accounted for to ensure that no one is within the building envelope during demolition.

Precautions During Demolition

The Arena is located in a residential area and therefore the demolition project is considered to be in proximity to houses and city streets. It is very important the contractor takes into consideration aspects of traffic, daily schedules such as busses or schools, dust, discretionary times for loud demolition and most importantly to ensure the city roads and surrounding areas be as free as possible from debris and waste. The contractor will ensure that the following bullet points (at a minimum) are taken into consideration and a plan is in place to deal with any other contingent efforts necessary:

- public protection, including vehicular and pedestrian protection specifically in the alley way adjacent to the building servicing the adjacent existing houses.
- enclosure and site security
- catch platforms – used for demolition of structures more than 15 m height
- warning devices and signs
- adjacent properties and services protection, and requires routine inspection
- structure to be demolished that shall not pose a risk to workers during operation, ensure access and egress provisions are describe
- climate conditions that may cause risks (e.g. snow loading and drifting)
- fire protection shall be considered as per provincial regulation and Part 8 of the National Building Code
- chute provisions: angle shall be greater than 45 degrees, the opening shall not exceed more than 1.25 m measured along the wall of the chute, and shall be kept closed when not in use
- floor openings shall be less than 25% of the floor area
- no burning of materials shall be permitted for this demolition project

Building Demolition Plan

JOB 579_209 Victoria Street South - Amherstburg Arena – rev0

During the demolition proper care and precautions will need to be in place due to the close proximity of the track and field area, during the site visit it appeared it is frequently used by public residents and therefore care and caution shall be exercised to inspect that area for any persons both before and during demolition.

Method of Demolition

Before any work starts all underground facilities: electrical power lines, gas lines, oil pipes, phone, water mains, drainage pipes, stem pipes, communication cables shall be identified and notification given to the proper authorities having jurisdiction. All services being fed to the facility externally such as natural gas and/or city water will be disconnected at the main. The storm and sanitary water services will be disconnected at the property line.

All connections to city services are to be properly capped to prevent any liquids or debris from entering into the city sewer system. As mentioned above it is imperative that proper site security, barriers and/or barrier fencing be maintained before demolition all the way through to completion.

There are various types of demolition such as:

- Hand demolition – a systemic demolition of structures by workers using hand held tools
- Mechanical demolition – the systemic demolition of structures using powered equipment
- Systemic Demolition -- a methodical dismantling of structures piece by piece It is usually carried out in the reverse order of construction

Mostly all demolition of the building structure will be carried out using a 360 degree excavator equipped with auxiliary hydraulic shear and grapple bucket. Other mobile equipment will be used to sort, pile, process and load material into trucks. Manual labor will be utilized as required during the demolition activities. No blasting or implosions shall be permitted.

Based on the height and equipment available there may be a need to isolate structural elements and areas of the buildings or areas to provide better control of the demolition. The professional engineer is responsible for demolition engineering design and temporary bracing details. The contractor is responsible for managing a safe worksite, should any circumstances be encountered outside of this report the engineering is to be contacted immediately.

The demolition of the arena will be to take out the structural steel supports for the built up wood members one at a time working from the one end toward the viewing and mezzanine area. The built up wood members and roof will be taken down one at a time in a controlled manner. All of the wood can be taken to the side and pile up. Once the main roof is removed the remained two storey area of the ice rink will be removed followed by the single storey addition. The remainder will consist of all the exterior walls being pushed inward down to grade level. Management of the area to ensure adequate movement and ability to sort materials during demolition will be important.

Based on the structure there are no unknown load paths to deal with. The structure has been evaluated and the largest area of concern will be to position equipment such the large built up wood beams and roof structure can be falled one by one onto the accumulating debris pile.

Building Demolition Plan

JOB 579_209 Victoria Street South - Amherstburg Arena – rev0

At any time during the demolition if a basement or pits extending below grade is discovered it must be filled up with clean rubble flush with the ground such that there is no trip or fall hazard. There is to be no debris piled up that would be of concern for height, and the site must be controlled to prevent access to anyone that could be in harms-way in the demolition site.

The only large ancillary HVAC unit on the site is the evaporator that is located at the rear of the building. The compressor room also contains mechanical equipment and tanks used for the cooling system. It is important that all tanks be emptied and care and caution used when handling them, most notable concern being the ammonia tank. Any large auxiliary or ancillary equipment that pose a threat to falling or being accessed when not properly secured shall either be removed or locked up to restrict any access. The removal of this type of equipment must be done so as to prevent any gases or hazardous elements being released into the environment.

Working efficiently and methodically across the site will allow the excavator the ability to pile and reach the extents necessary. The excavators reach will be extended by being elevated on a debris pile if needed. Placement of the excavator is to be scrutinized to ensure adequate stability is achieved when working to maximize the maximum reach of the boom/shear.

Care and caution will be taken to ensure that materials do not fall more than 12 feet from above, glass or other debris will be tapped off or blocked out such that the glass poses no safety risk to workers. At no time during the demolition is there to be an un-braced or un-secured section of the building or any materials from the floor, walls, or roof left hanging or unsupported. Bracing or supports are required to ensure that the structure is safe while demolition is not in progress. Other points were mentioned above in the "Precautions During Demolition" section.

As described above, the scope is to remove all the buildings down to grade followed up by the removal of all grade level and below grade items/structures. As a minimum, any remaining cavities and depressions will be filled with clean granular B material or an equivalent.

Demolition waste and materials may be sorted and stockpiled for as short a period of time as possible before removal for re-use, recycling or disposal. Hazardous demolition waste (e.g. asbestos) will be managed and removed by authorized specialists only. On-site storage of potentially polluting materials (e.g. oils and solvents) will be strictly limited and controlled and waste will be managed in line with the principles of the waste hierarchy and the contractor's policies and procedures.

Schedule for Completion

The demolition of the structures and site cleanup is expected to take approximately 4 weeks. This time frame does not take into consideration time required to mobilize equipment or preparation of safety items, service work and or any other final grading over and above the agreement. Weather is always a contingent factor in the demolition schedule and can affect the actual timeline.

Successful management of the demolition site will require maintaining good relations with site neighbors and the general public of the Town of Amherstburg. A standard and consistent schedule around the demolition, processing of steel, processing of debris and hauling of materials should be employed.

General Review of Demolition

Jonathan Velocci, P.Eng. has been retained by Jones Group LTD to review these demolition works and is available for inspections and consultations as required during the course of the demolition project. I am to be notified immediately at the instance that any change in the works or site conditions could affect the contents of this report and public safety.

I am to be present at the immediate start of the project to ascertain that the work is being executed in general conformance with the plan. In addition I am to be notified to be present at the completion of the south building before work begins on the north building. Additional visits will be arranged with Jones to see the progression of the work and execution of the demolition plan outlined in this report.

Should anyone have any questions, concerns or comments please contact me so that I can be of assistance to you in this matter.

Regards,

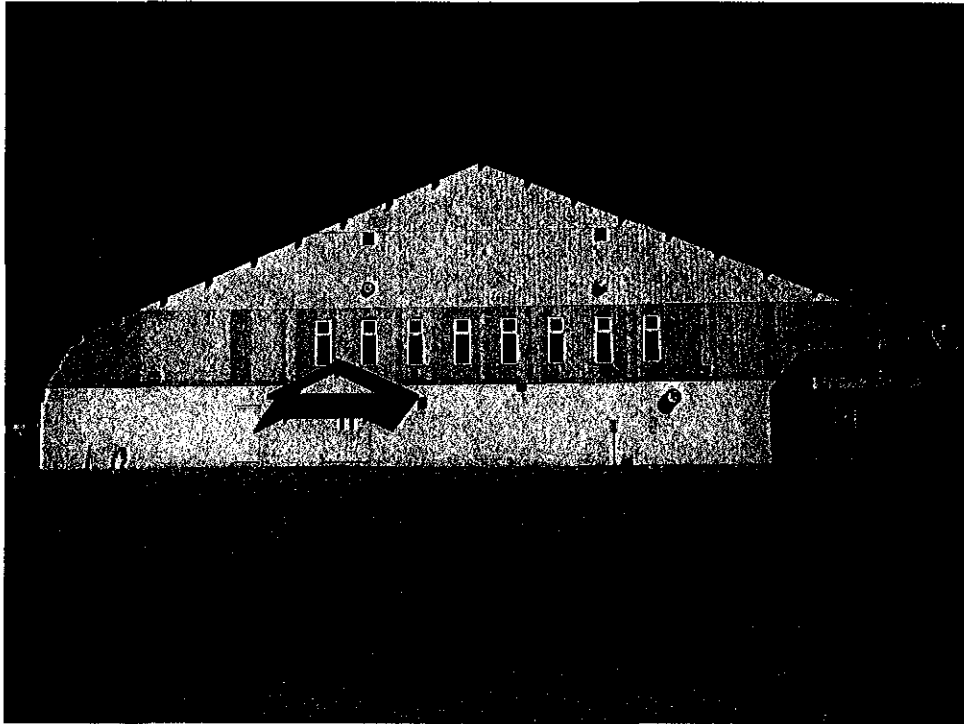


Jonathan Velocci, P.Eng., M.B.A.

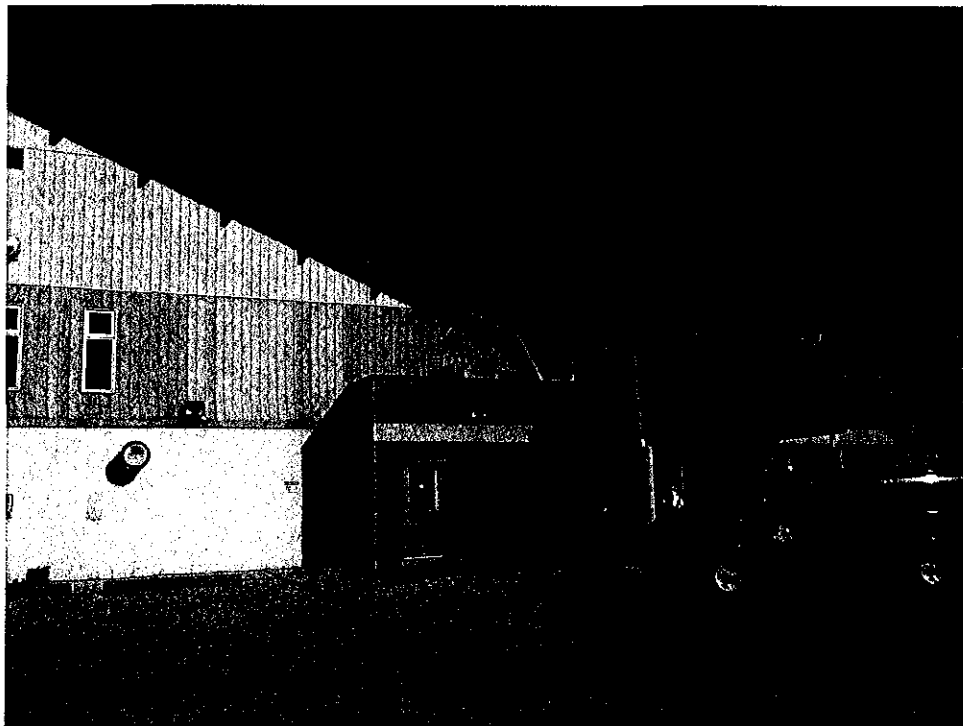
2380951 Ontario LTD

Principal

Appendix A - Site Photos



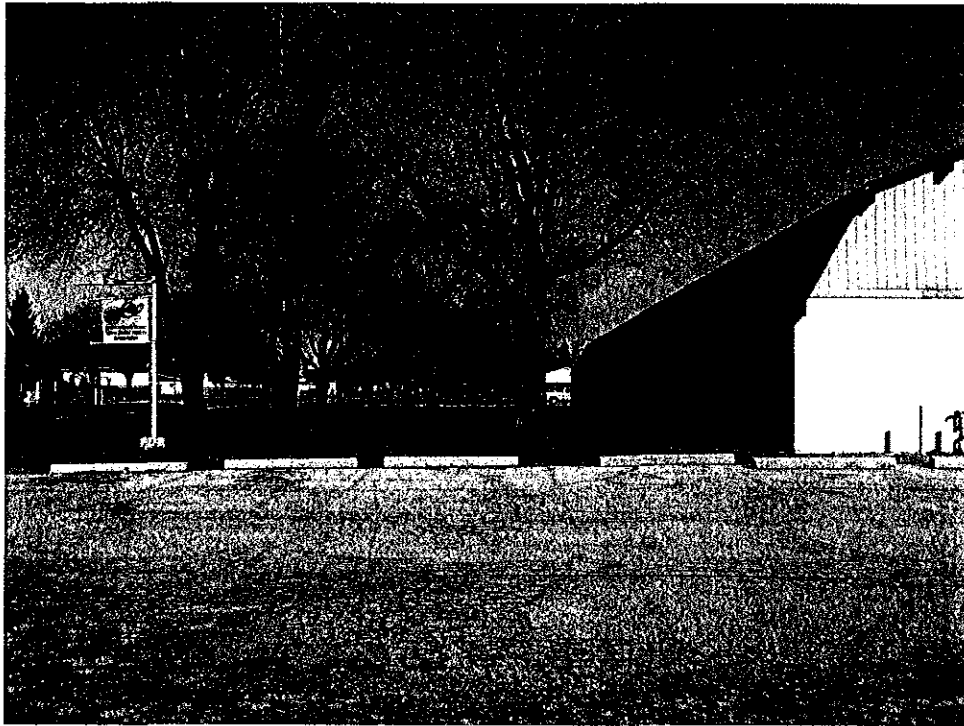
Front of Arena – existing arena (upper level shown with windows)



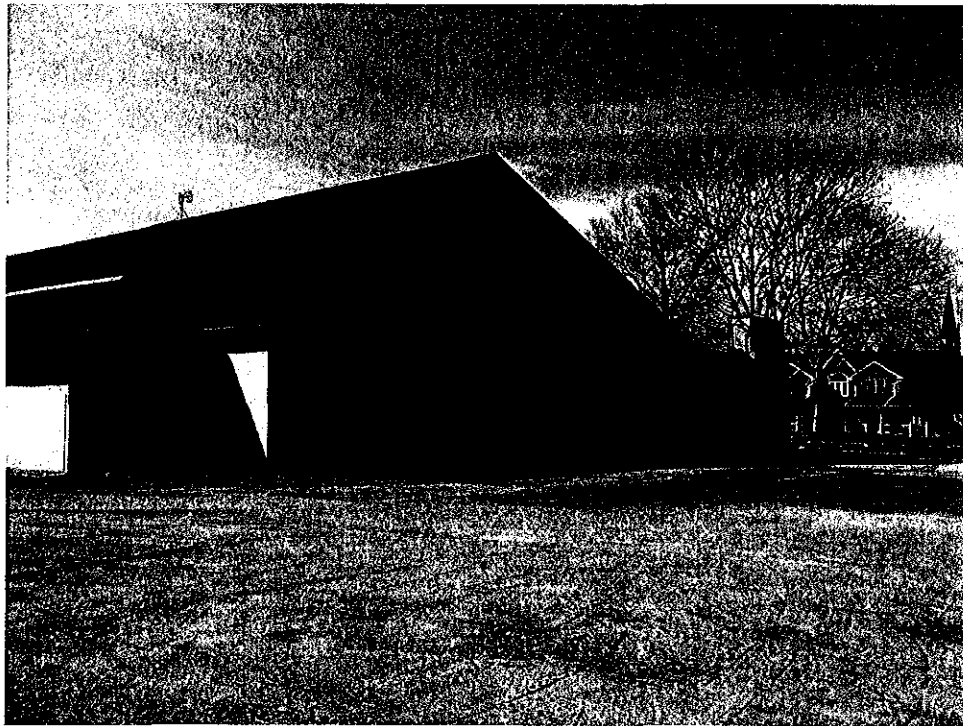
Front of arena – single storey new addition on right side

Building Demolition Plan

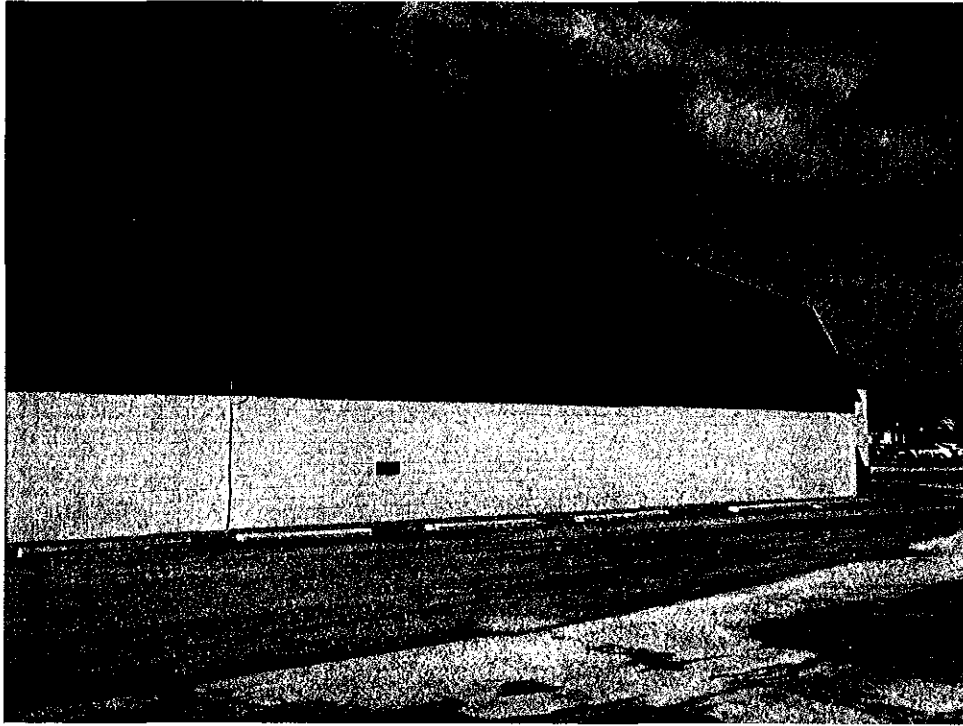
JOB 579_209 Victoria Street South - Amherstburg Arena – rev0



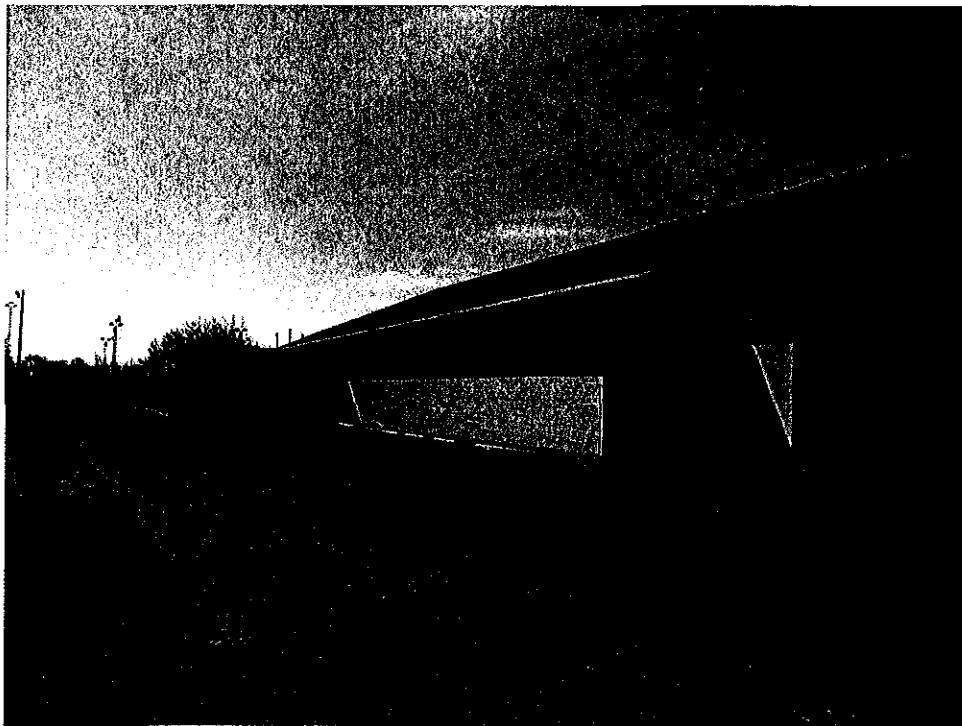
Left side of arena – adjacent to street



Back of arena – ancillary equipment, compressor room and Zamboni room



Arena – right side past new addition – side closest to existing field/track area



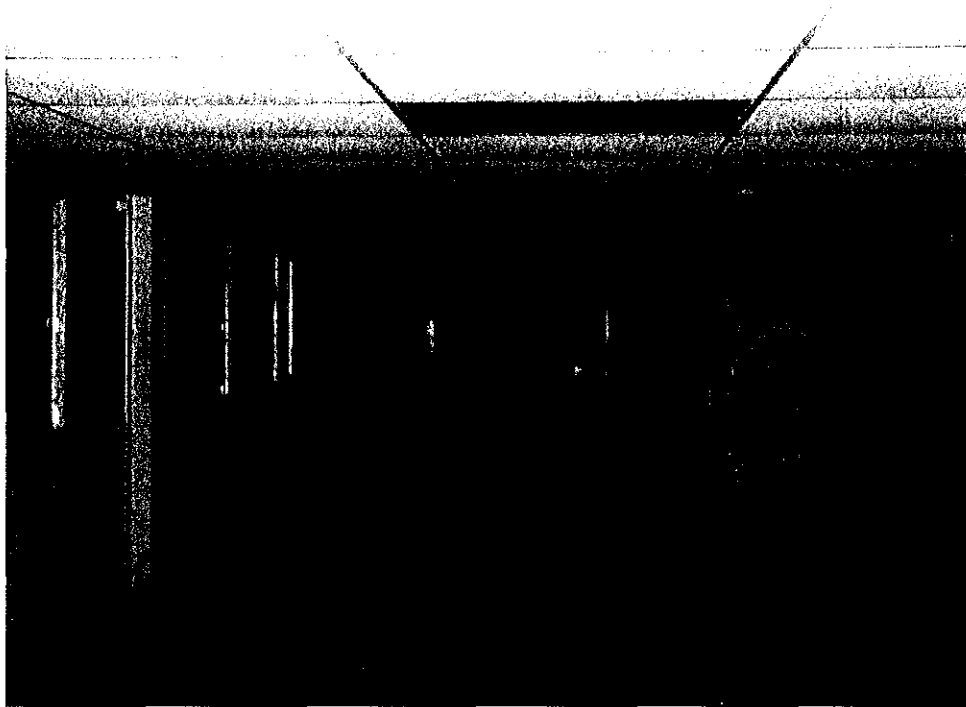
Arena – right side with new addition



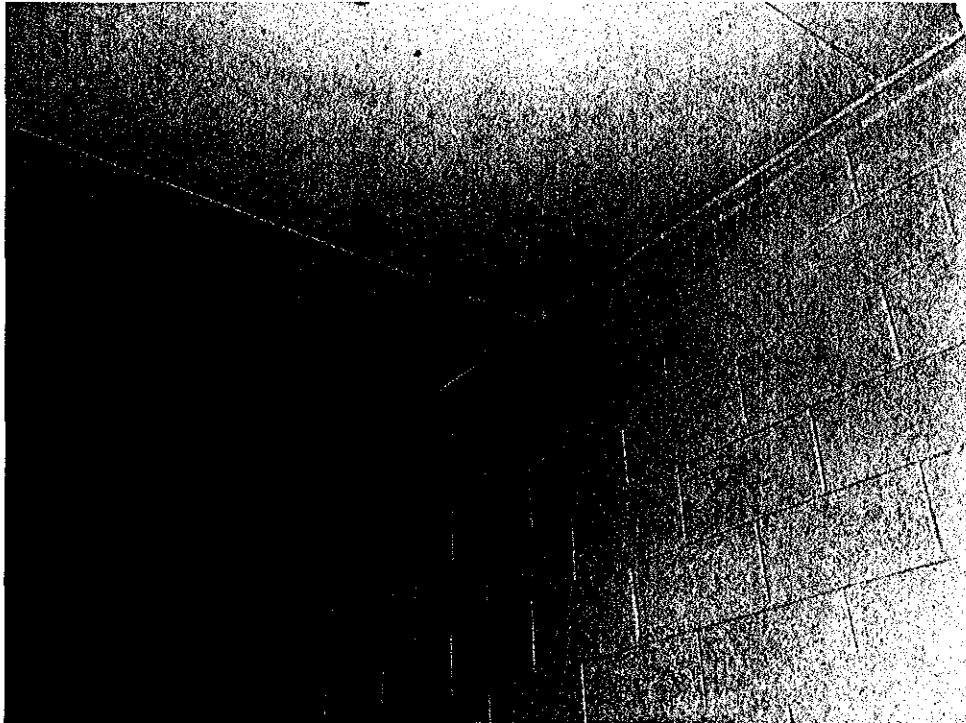
Front arena parking lot – houses in background



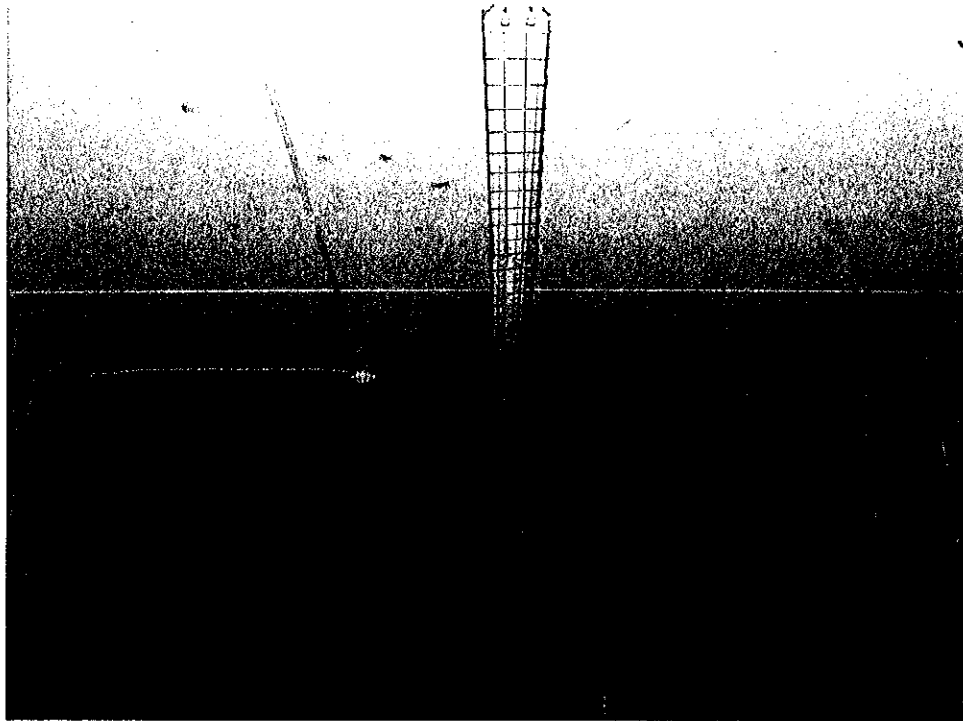
Existing arena roof wood beams over mezzanine level



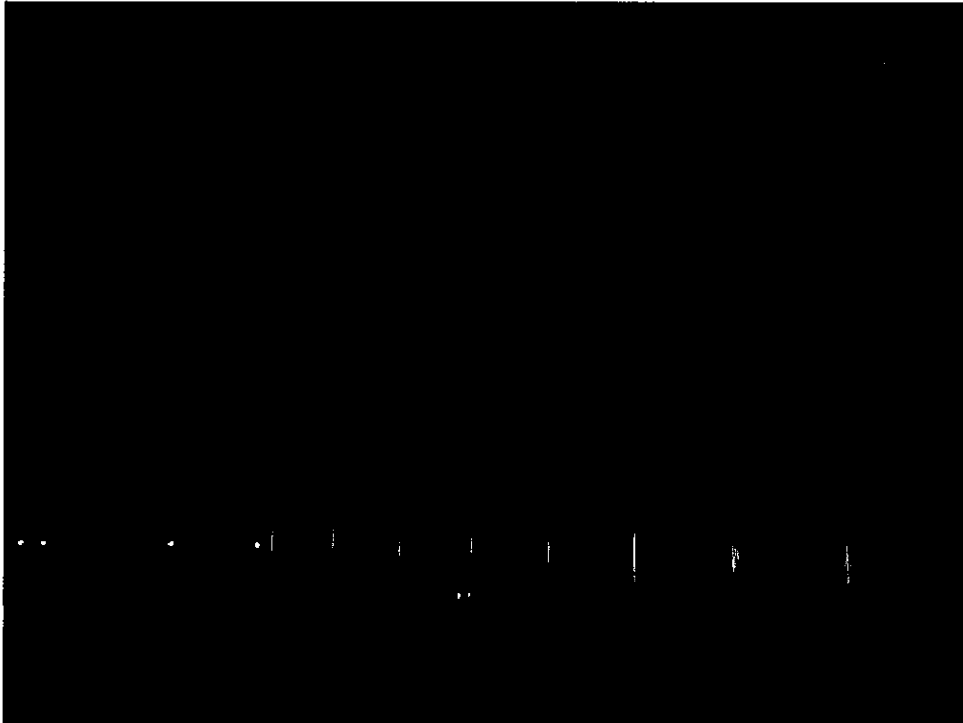
Viewing area – support columns for mezzanine above



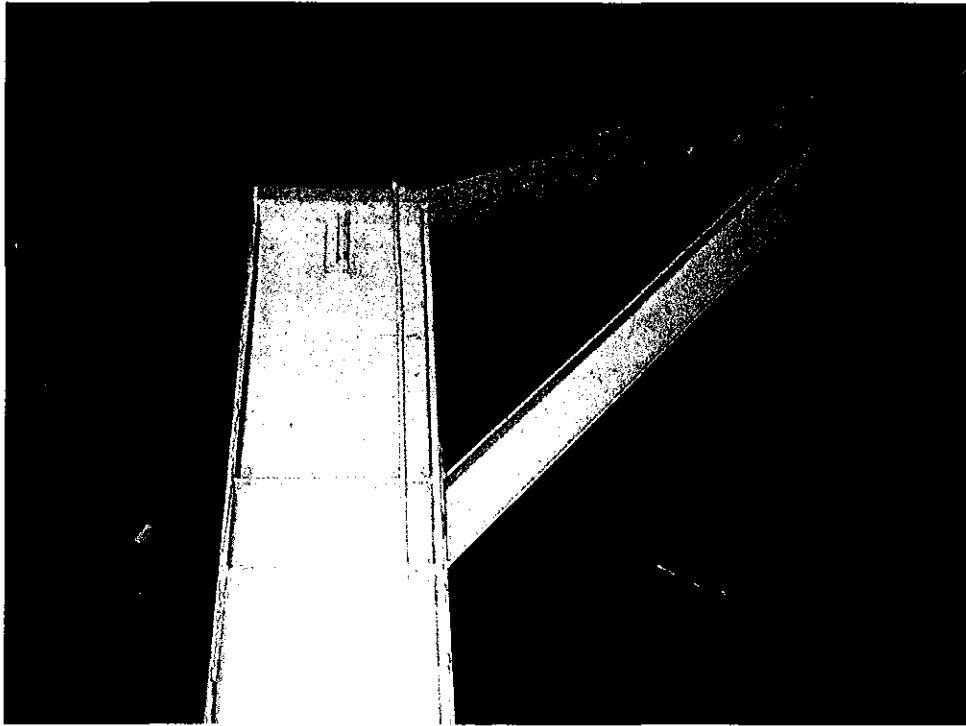
Single storey addition – CMU wall and precast concrete slab



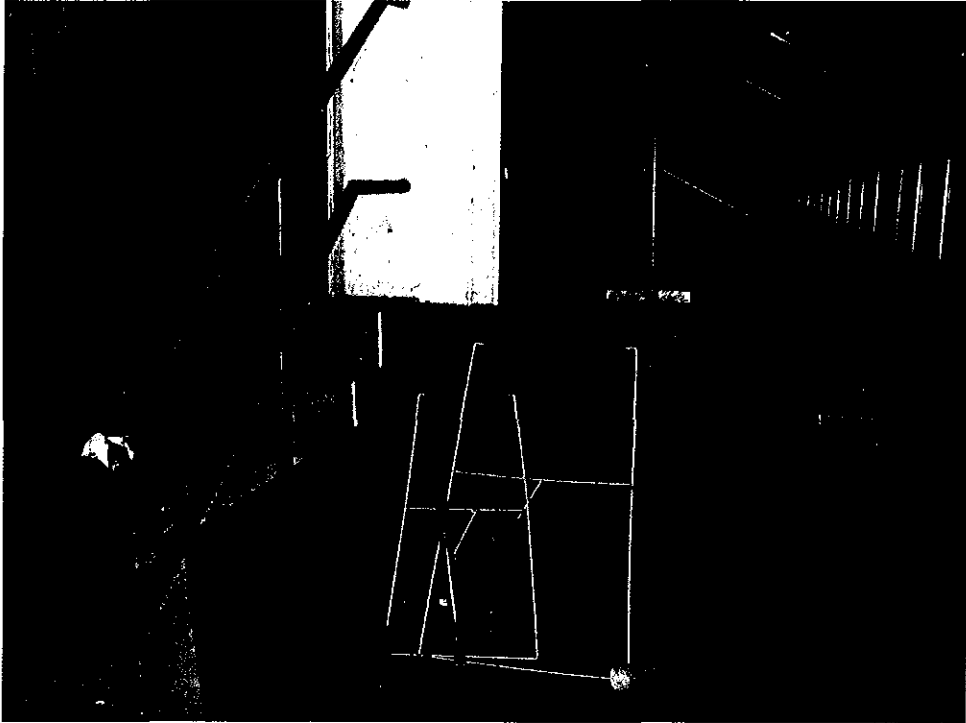
Single storey addition – CMU wall and precast concrete slab



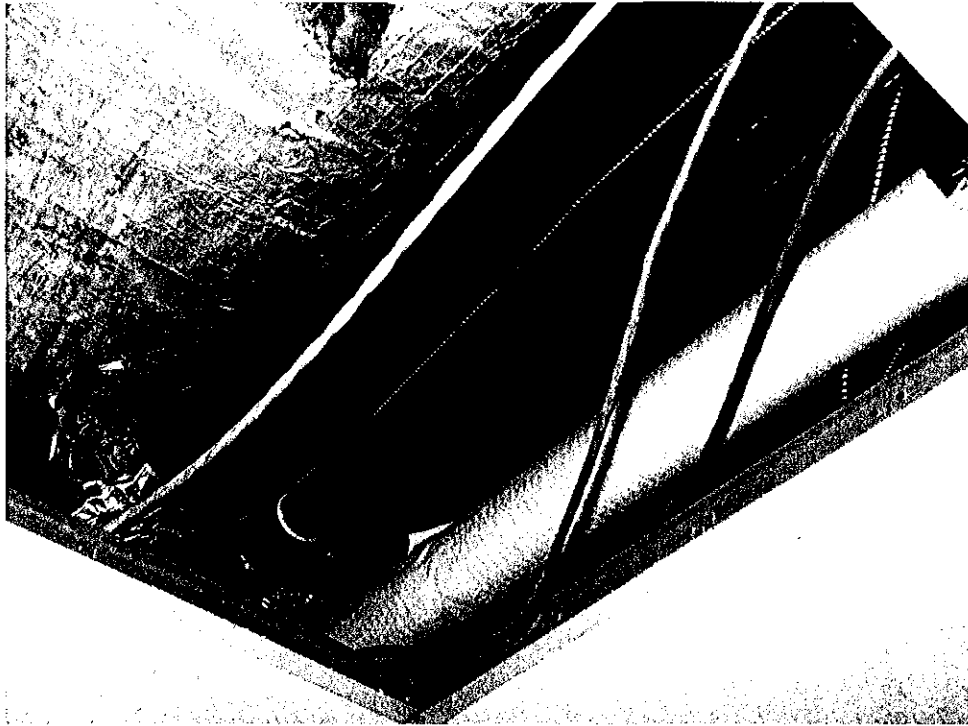
Main long span wood roof support beams over ice rink



Steel support structure for wood roof support beams



Bottom of steel support structure for wood roof support beams



Open Web Steel Joist (OWSJ) for 2nd storey mezzanine floor support



Steel beam support for OWSJ supported by columns below
(support columns in front of ice rink glass shown in previous pictures)

COMMITMENT TO GENERAL REVIEW BY ARCHITECT AND ENGINEER

PART A - TO BE COMPLETED BY OWNER

Project Description:

AMA ARENA DEMOLITION

Permit Application No.

Address of Project:

209 VICTORIA STREET SOUTH AMHERSTBURG ON

Municipality:

WHEREAS the building code requires that the project described above be designed and reviewed during construction or demolition by an architect, a professional engineer or both that are licensed to practice in Ontario, and

WHEREAS Ontario law prohibits the construction or demolition of a building if a permit has not been issued to authorize it, and WHEREAS architects and engineers are prohibited by law from undertaking general review of construction if a permit has not been issued, NOW THEREFORE the Owner, who intends to construct or demolish or have the building constructed or demolished, hereby confirms that:

1. The undersigned architect and/or professional engineers have been retained to provide general review of the construction or demolition of the building to determine whether the work is in general conformity with the plans and other documents that form the basis for the issuance of a permit, in accordance with the performance standards of the Ontario Association of Architects (OAA) and/or Professional Engineers Ontario (PEO);
2. All general review reports by the architect and/or professional engineers will be forwarded to the Chief Building Official;
3. Should any retained architect or professional engineer cease to provide general review for any reason during construction or demolition, the Chief Building Official will be notified in writing immediately, and another architect or engineer will be appointed so that general review continues without interruption; and
4. Construction or demolition will only be undertaken if an architect and/or professional engineers are retained to undertake general review, and a permit authorizing the proposed construction or demolition has been issued.

The undersigned hereby certifies that he/she has read and agrees to the above

Owner's Name:

CORPORATION OF THE TOWN OF AMHERSTBURG

Date:

FEB 28, 2017

Owner's Address:

271 SANDWICH ST S.

Telephone:

(519) 736-0012

Signature of Owner:
(or authorized agent)

Giovanni Michel

Print Name:

Giovanni Michel

Fax:

(519) 736-5403

Coordinator of the work of all consultants:

Sandy Lindsay

Telephone: **(519) 819-0459**

Address:

3295 MELOCHE RD AMHERSTBURG N9V 2Y8

Fax: **(519) 736-7111**

PART B - TO BE COMPLETED BY CONSULTANTS

The undersigned architect and/or professional engineers hereby certify that they have been retained to provide general review of the parts of construction or demolition of the building indicated, to determine whether the work is in general conformity with the plans and other documents that form the basis for the issuance of a permit, in accordance with the performance standards of the OAA and/or PEO.

ARCHITECTURAL	STRUCTURAL	MECHANICAL	ELECTRICAL	SITE SERVICES	OTHER:
Consultant Name:	Signature:	Signature:	Signature:	Signature:	Signature:
2380951 ONTARIO LTD	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Telephone:	Address:		Print Name:	Date:	
289-407-1696	335 QUEENSTON RD, NOTL LOS 150		JONATHAN VEROCI	FEB 24 / 2017	

ARCHITECTURAL	STRUCTURAL	MECHANICAL	ELECTRICAL	SITE SERVICES	OTHER:
Consultant Name:	Signature:	Signature:	Signature:	Signature:	Signature:
Telephone:	Address:		Print Name:	Date:	

ARCHITECTURAL	STRUCTURAL	MECHANICAL	ELECTRICAL	SITE SERVICES	OTHER:
Consultant Name:	Signature:	Signature:	Signature:	Signature:	Signature:
Telephone:	Address:		Print Name:	Date:	

ARCHITECTURAL	STRUCTURAL	MECHANICAL	ELECTRICAL	SITE SERVICES	OTHER:
Consultant Name:	Signature:	Signature:	Signature:	Signature:	Signature:
Telephone:	Address:		Print Name:	Date:	

AGREEMENT

THIS AGREEMENT made in triplicate this 28 day of FEBRUARY, 2017

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the 'Corporation') of the first part.

AND

JONES GROUP LTD.

(hereinafter called the 'Contractor') of the second part.

WHEREAS the Corporation is desirous that certain works should be completed for:

AMA ARENA COMPLEX DEMOLITION

In the Town of Amherstburg and has accepted a Proposal by the Contractor for this purpose.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Contractor hereby covenants and agrees to provide all and every kind of labour and materials for, and to undertake and complete in strict accordance with their Proposal dated January 4, 2017 (appended to this Agreement as Schedule "A").

And the Request for Proposal documents (consisting of the contents and requirements for the Request for Proposal, including all modifications and Addenda thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto as Schedule "B" and form part of this Agreement to the same extent as fully embodied herein.

The Corporation hereby covenants and agrees that if the said Services are duly and properly executed, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor the prices set forth for individual services as required by the Corporation, as per Appendix E of the proposal ('Proposal Pricing Sheet'), in the amount as follows:

1. A) BASE PRICE – Topsoil and Hydroseed

LUMP SUM:	<u>\$138,390.00</u>
Includes ALL Costs (Consulting, Demolition, Clean up, etc)	
HST @ 13%	<u>\$ 17,991.00</u>
 TOTAL PROPOSAL PRICE:	 <u>\$156,381.00</u>

Payment of the above will be in accordance with the Request for Proposal documents not to exceed the upset limit without the Town's prior approval of a budget increase.

The Contractor covenants and agrees to provide said services in a proper workmanlike manner under the supervision, direction and to the entire satisfaction of the Town of Amherstburg.

The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents or employees. The Contractor shall also be responsible for any costs or damages arising from its actions, errors, and omissions in the course of providing services to the Town.

In the event that the Contractor fails to commence correction of any non-performance or negligent performance of this Agreement within five (5) days of receiving written notice thereof, the Corporation may terminate this Agreement forthwith.

The liability of the Corporation shall be limited to payment for all authorized work performed to the termination date, less the reasonable costs of correcting or performing the said work. The Corporation of the Town of Amherstburg shall not in any event, be liable to the Contractor for any consequential damages or other costs related to the termination of this Agreement.

The Contractor is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, or other events beyond the control of the Contractor. In any such event, the Contractor's contract price and schedule shall be equitably adjusted.


Prior to the commencement of work, the Contractor shall furnish the Corporation with a satisfactory Certificate of Insurance as per the Request for Proposal, along with a copy of the Notice of Project submitted to the Ministry of Labour. A WSIB Clearance certificate is also required to relieve the Corporation of liability for unpaid premiums and other amounts the Contractor may owe, for the validity period of the clearance.

Upon completion of the work, the Contractor shall furnish the Corporation with a Record of Site Condition completed by a Qualified Person.

This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.


WITNESS AS TO SIGNATURE OF
CONTRACTOR



Contractor's Signature and Seal

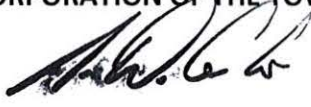
JONES GROUP LTD.
Contractor's Name

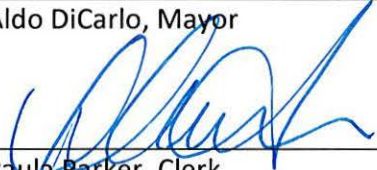
7809 HOWARD AVE., MCGREGOR, NOR150
Contractor's Address

I have authority to bind the Corporation.

CORPORATION OF THE TOWN OF AMHERSTBURG


WITNESS AS TO SIGNATURE OF
CORPORATION


Aldo DiCarlo, Mayor


Paula Parker, Clerk

Accessible Customer Service Standards Policy

Disruption of Services

If there is a disruption in a particular facility or service used to allow a person with a disability to access goods or services, the Town will give notice of the disruption to the public by posting the reason for the disruption, the anticipated duration of the disruption, and alternative facilities or services that may be available. This posting will be in a conspicuous place on the premises of the Town of Amherstburg, the Town website and/or by other reasonable methods in the circumstances.

If the Town anticipates a disruption, the Town will provide a reasonable amount of advance notice of the disruption. If the disruption is unexpected, notice will be provided as soon as possible.

Training

The Town will ensure that all persons to whom the *Accessible Customer Service Standards Policy* applies to receive training as required. The amount and format of training given will be tailored to suit each person's interactions with the public and his or her involvement in the development of policies, procedures and practices pertaining to the provision of goods and services. This training includes, but is not limited to, the Town's policies, procedures and practices pertaining to the provision of goods and services to customers with disabilities and how to assist customers with disabilities in accessing the Town's goods and services. The Town will keep records of this training.



Feedback

Feedback from the public is welcomed as it may identify areas that require change and encourage service improvements.

Feedback or complaints may be given by telephone, in person, in writing, or in electronic format or through other methods.

Information about the Town's feedback policy and process is posted on the Town's website (www.amherstburg.ca).

If a complaint is received regarding the accessibility of the Town's goods and services, it will be reviewed by the relevant division or department. These will be reviewed for the purpose of resolving the issue and to improve the Town's understanding of the Town of Amherstburg customer's needs.

Feedback will be responded to within three (3) business days of its receipt by the Town.

Availability of Documents

This policy will be made available upon request in a format that takes into account the person's disability to any person to whom it provides goods or services as well as on the Town of Amherstburg website.

Town of Amherstburg

Accessible Customer Service Standards Policy



Town of Amherstburg
271 Sandwich Street S.
Amherstburg, Ontario
N9V 2A5

Phone: 519-736-0012
Fax: 519-736-5403

Email:
accessibility@amherstburg.ca



Town of Amherstburg Accessible Customer Service Policy— Background and Purpose

The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) is a Provincial Act with the purpose of developing, implementing and enforcing standards that enhance the ability of persons with disabilities to access the goods and services that are available to others. Accessibility Standards for Customer Service is the first standard to be passed as a regulation and become law in Ontario. Under this standard designated private and public sector organizations must develop certain policies, procedures and practices pertaining to customer service to persons with disabilities.

What is Accessible Customer Service?

Persons with disabilities may require assistance or accommodation in the way that goods and services are provided to them. The type of accommodation provided may vary depending on the customer's unique needs.

Accessible Customer Service Policy Statement

The Town of Amherstburg is committed to providing quality goods and services that are accessible to all persons that we serve.

Exclusions

This Accessible Customer Service Standards Policy shall not apply during any period where Council has declared a "State of Emergency" as defined under the **Emergency Management Act**.

GENERAL PRINCIPLES

The Provision of Goods and Services to Persons with Disabilities

The Town of Amherstburg will use reasonable efforts to ensure that the Town's goods and services are provided in a manner that:

- Respects the dignity and independence of persons with disabilities;
- Provides goods and services to persons with disabilities in an integrated manner with those who do not have disabilities unless an alternative measure is necessary and
- Provides an opportunity equal to that of persons without disabilities to obtain, use or benefit from the Town's goods and services.

When communicating with a person with a disability, the Town will do so in a manner that takes into account the person's disability.

Assistive Devices, Service Animals and Support Persons

Persons with disabilities may use assistive devices, support persons or service animals to assist them in accessing the Town's goods and services.

The Town will allow people to use their personal assistive device to access services. The Town will also ensure that staff is familiar with how to use or how to access information on the use of the assistive devices which are available in their respective area of responsibility.

If a person with a disability is accompanied by a service animal, the Town will permit the person to enter the premises with the animal and keep it with him or her, unless the animal is otherwise excluded by law from the premises. If the service animal is excluded by law from the premises, the Town will look to other avail-

able measures to enable the person with a disability to obtain, use or benefit from the Town's goods and services.

If it is not readily apparent that the animal is a service animal, the Town may ask the person with a disability for a letter from a physician or nurse confirming that the person requires the animal for reasons relating to his or her disability. The Town may also, or instead, ask for a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.

It is the responsibility of the person with a disability to ensure that his or her service animal is kept in control at all times.

If a person with a disability is accompanied by a support person, they are permitted to enter the premises together and are not prevented from having access to each other while on the premises.

The Town may require a person with a disability to be accompanied by a support person while on Town premises in situations where it is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises.

Where fees for goods and services are advertised or promoted by the Town of Amherstburg, it will provide advance notice of the amount payable, if any, in respect of the support person.



APPENDIX D



The Corporation of The
Town of Amherstburg

PROPOSAL EVALUATION AND CRITERIA RANKING SHEET

AMA Arena Complex Demolition - PP-PS-17-01
Closed: 11:00 am TUESDAY JANUARY 31, 2017

This sheet is to be completed only if the Proponent has provided all mandatory requirements in Envelope 1 and is eligible to have Envelope 2 opened and their proposal evaluated by the Evaluation Committee.

No.	Criteria	Maximum Score	Proponent's Score
1	Experience	30	
2	Proposed Scope and Methodology	10	
3	Price	45	
4	Timing	15	
Total Evaluation Score		100	

Notes:

APPENDIX E

PROPOSAL PRICING SHEET

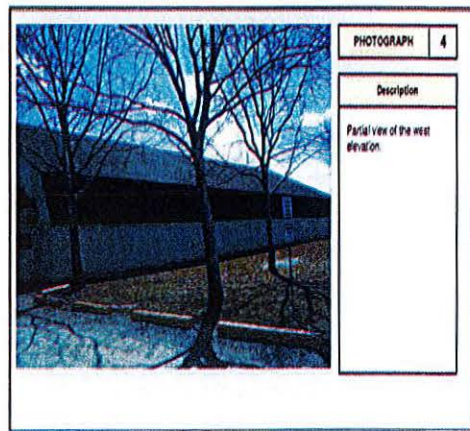
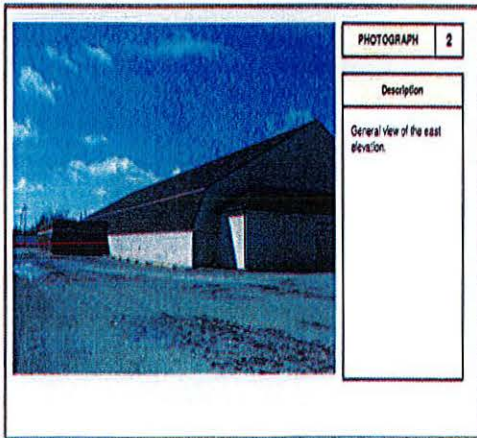
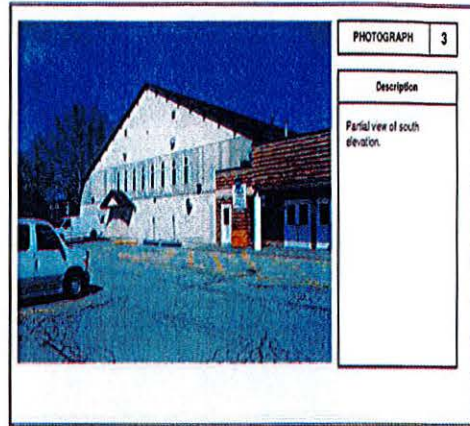
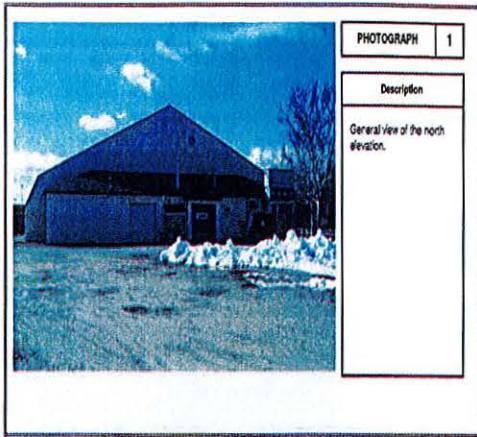
LUMP SUM:

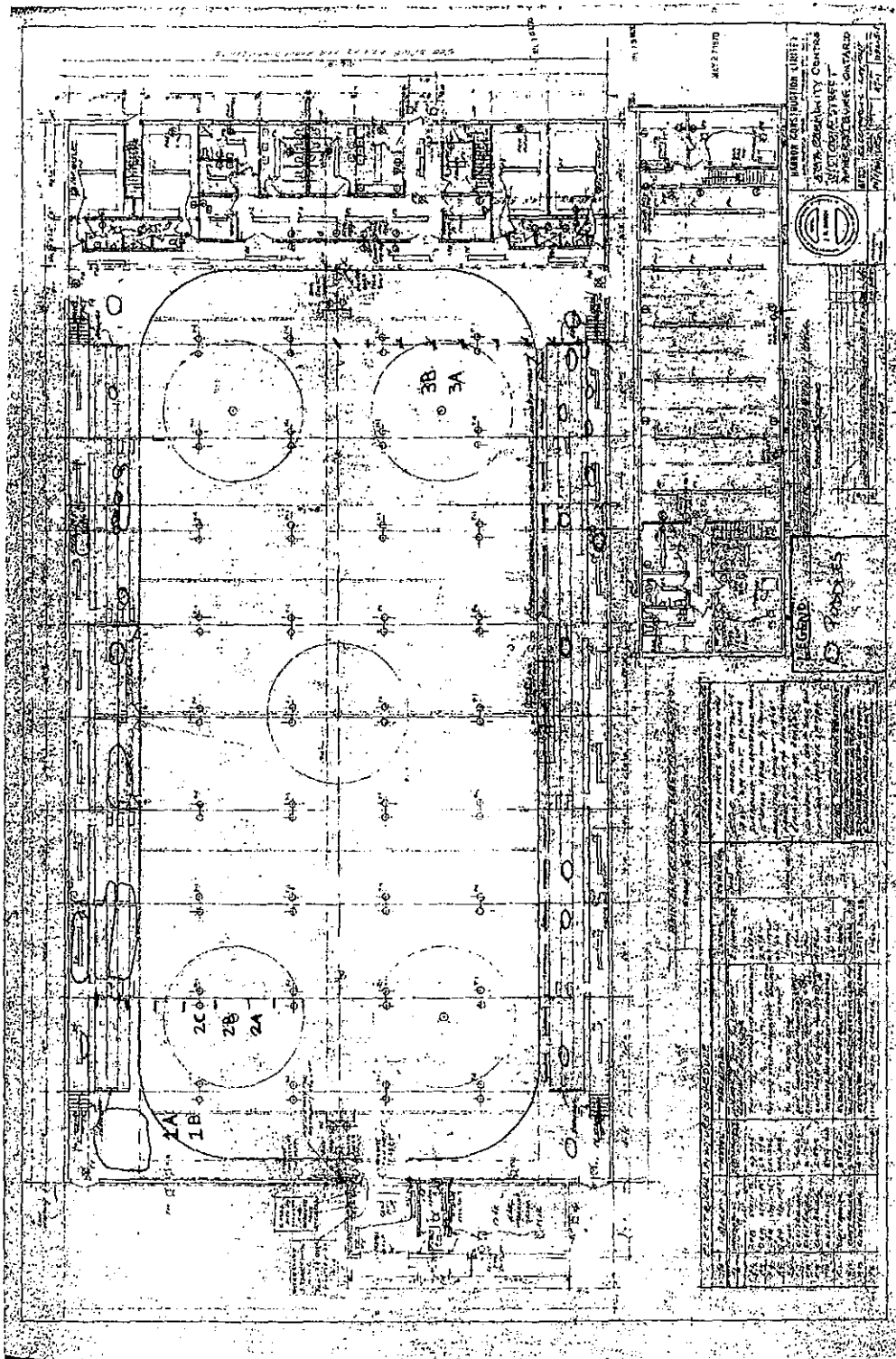
Includes ALL Costs (Consulting, Demolition, Clean up, etc)

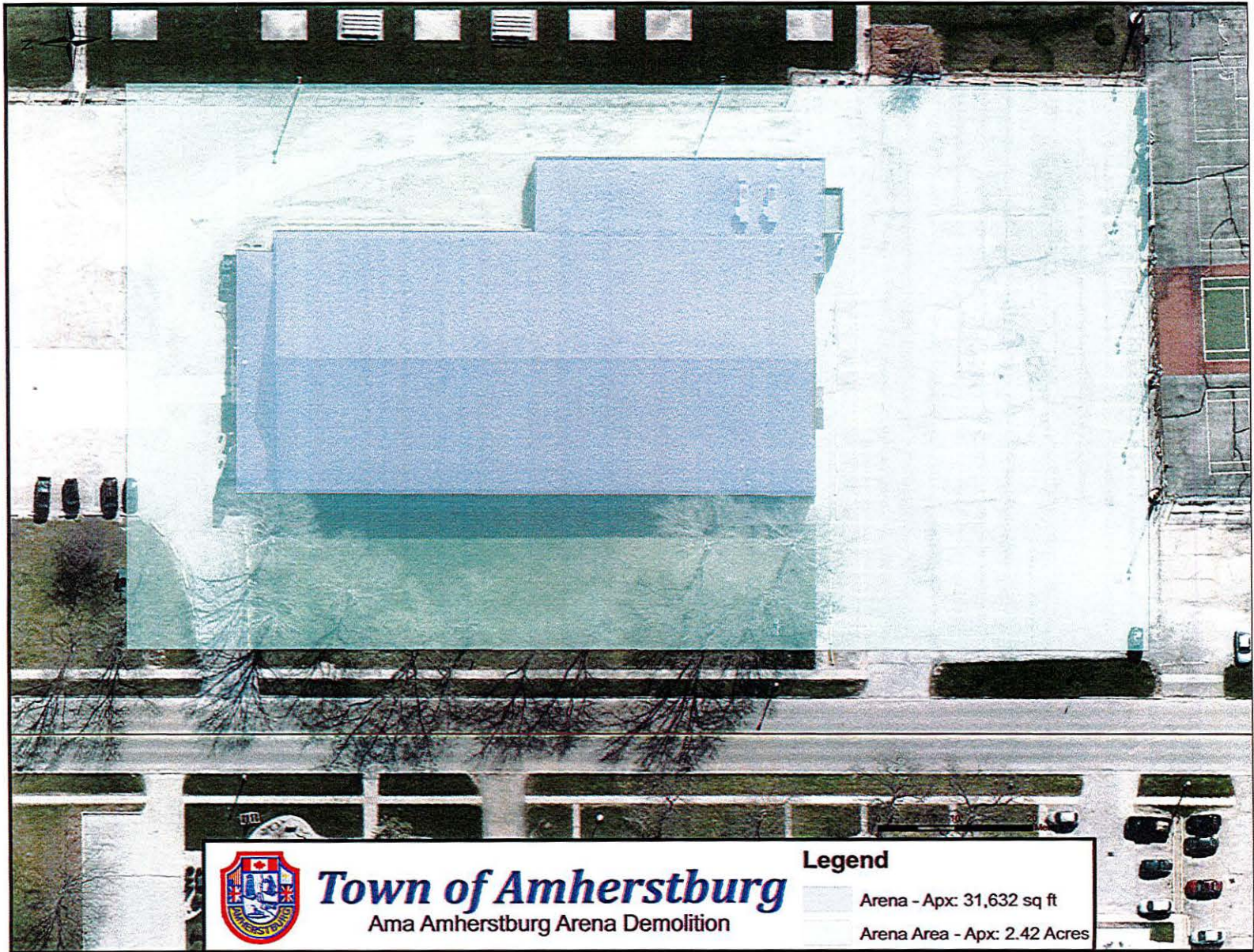
HST @ 13%:

TOTAL PROPOSAL PRICE:

APPENDIX F
AMA ARENA INFORMATION








Town of Amherstburg

Ama Amherstburg Arena Demolition

Legend

-  Arena - Apx: 31,632 sq ft
-  Arena Area - Apx: 2.42 Acres