



Request For Proposal

RFP-PF-2025-01

Demolition of the Millbrook Arena

Closing Time

11:00 a.m.

Tuesday, September 9th, 2025

Accessibility formats or communication supports are available upon request. Email cpage@cavanmonaghan.net or 705-932-9326

Electronic Bid Submissions

The Corporation of the Township of Cavan Monaghan shall **only accept electronic bid submissions** for this Proposal submitted through the Municipality's bid opportunities website, cavanmonaghan.bidsandtenders.ca, hereafter called the '*bids&tenders*'. Bids submitted and/or received by any other means shall be rejected unless the Municipality has instructed otherwise by published addendum.

Bidders must have created an account in *bids&tenders* and be registered as a plan taker for the bid opportunity, which will enable the Bidder to download the bid document(s), receive and download addenda notifications, and to submit their bid electronically through *bids&tenders*. When creating and/or updating your account we encourage you to add additional company contacts to create their own login to *bids&tenders*. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) bids for which your company is a registered plan taker for. These contacts will have authority to act on your company's behalf and will be permitted to; receive addendum notifications from *bids&tenders* to submit bids electronically through Township's bidding system and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf. Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition. (For example, a company may have two divisions that could compete for the same bid opportunity).

The onus is on Bidders to ensure their electronic bid submission is received no later than the closing date and time. Bidders are cautioned that the timing of their bid submission is based on when the bid is **received** by Township's bidding system not when a bid is submitted by a Bidder, as bid transmission can be delayed in an "**Internet Traffic Jam**" due to file transfer size, transmission speed, etc. A bid submission will only be considered to have been submitted once it has been received by *bids&tenders*, regardless of when the bid was submitted by the Bidder. The closing date and time shall be determined by *bids&tenders* web clock.

For the above reasons, the Township recommends that the Bidder allow sufficient time to upload their bids submission and attachment(s) and to resolve any issues that may arise.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this bid document from a third party, the onus is on the Bidder to create an account on *bids&tenders* and register as a plan taker for the bid opportunity.

Only bid documents posted on the Township's bidding system website are to be considered official documents. The Township accepts no responsibility for the accuracy of information found on other websites.

Bidders should contact *bids&tenders* support listed below, at least 24 hours prior to the closing time and date, if they encounter any problems. The bidding system will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids and tender support at support@bidsandtenders.ca.

Table of Contents

Section 1: RFP Information

- 1.1 Submission of Proposals
- 1.2 Schedule of Events
- 1.3 Proposal Documents, addenda and appendix
- 1.4 Communications
- 1.5 Retrieval of Official Documentation
- 1.6 Withdrawal of Submission
- 1.7 Submission Instructions
- 1.8 Proposal Selection Criteria
- 1.9 Selection Committee
- 1.10 Insurance
- 1.11 Health & Safety and WSIB
- 1.12 Right to Reject or Not Open
- 1.13 No Claim for Compensation
- 1.14 Subject to Budget Provision
- 1.15 Final Payment
- 1.16 Conflict of Interest
- 1.17 Failure or Unsatisfactory Performance
- 1.18 Municipal Freedom of Information and Protection of Privacy Act
- 1.19 Municipality Not Employer
- 1.20 Accessibility for Ontarians with Disabilities Act (AODA)

Section 2: Information Package

- 2.1 Purpose of Procurement
- 2.2 Project Schedule
- 2.3 Scope of Work
- 2.4 General Process
- 2.5 Additional Background Information

Section 3: General Conditions

- 1. Contractor's Equipment
- 2. Occupational Health & Safety Compliance
- 3. Federal, Provincial, Municipal Laws
- 4. Safety Devices
- 5. Access to Buildings and Properties
- 6. Work Sites
- 7. Township of Cavan Monaghan Indemnification from Liability
- 8. Supply of Materials
- 9. Sub-Contracting
- 10. Contract Amendments and Revisions
- 11. Method of Payment
- 12. Contract Time and Liquidated Damages
- 13. Spills Reporting
- 14. Quantity Adjustments

Section 1: RFP Information

1.1 Submission of Proposals

Proposal submissions will be received on the *bids&tenders* website through electronic submissions only.

Proposals will be opened at **2:00 p.m.** on **September 9th, 2025**

Once the award is made the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

Only Bidders that are registered as a plan taker for this document with *bids&tenders* and have obtained this document from *bids&tenders* may submit a Vendor Submission.

Should the Township receive a Vendor Submission that is subsequently found to be from a Vendor that is not a registered Plan Taker with *bids&tenders*, and the Vendor did not obtain the document from *bids&tenders*, the Township reserves the right to reject the Vendor Submission as non-compliant and give it no further consideration for contract award.

1.2 Schedule of Events

The schedule provided is for guidance only and the Township reserves the right to modify or eliminate any aspect of the schedule.

Event	Date, Time,
Request for Proposal Issued	August 7 th , 2025 2:00 p.m.
Question Deadline	August 21 st , 2025 11:00 a.m.
Request for Proposal Closes	September 9 th , 2025 11:00 a.m.
Non-mandatory Site Visit	August 18 th , 2025 10:00 a.m.

1.3 Proposal Documents, Addenda & Appendix

The Bidder shall verify that these Proposal documents are complete and assume responsibility to view/download/print the Proposal requirements, addenda, and any related information provided through *bids&tenders*.

The Township will issue any changes/additions/deletions/addenda to the RFP or Terms and Conditions through the *bids&tenders* website only.

Any and all addenda issued by the Township shall form an integral part of the document. The cost of complying with the addenda requirements (if any) shall be included in the price submitted by the Bidders. The Township will assume no responsibility for oral instruction or suggestion.

Any and all addenda issued prior to the closing date will be posted on *bids&tenders* website only for downloading by Bidders. It is the Bidder's sole responsibility to download and review all addenda and acknowledge that addenda were downloaded from *bids&tenders*.

Each proponent must satisfy themselves, by their own study of the RFP documents and related information, as to the practicality of completing the work successfully as described. There will be no consideration of any claim after submission of RFP's that there is a misunderstanding with respect to the conditions imposed in the Agreement.

1.4 Communications

The Bidder is advised that inquiries regarding the interpretation of the quotation documents shall be directed to the Township via Bids & Tender using the **Submit a Question** button for the selected bid opportunity.

Where a proponent finds discrepancies or omissions in the proposal requirements, or other proposal documents or instructions, or otherwise requires any clarification, the proponent should contact the Township via *bids&tenders* using the **Submit a Question** button for the selected bid opportunity. Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the proposal documents.

Where the Township deems that an explanation or interpretation is necessary or desirable, an addendum may be issued via *bids&tenders* for downloading by all Bidders. It is the Bidder's sole responsibility to check for addenda issued and download same. Acknowledgement of addenda on the form of proposal is a mandatory requirement. Failure to acknowledge addenda will result in your proposal being deemed non-compliant and not eligible for award.

1.5 Retrieval of Official Documentation

Only documents provided to Bidders via *bids&tenders* are to be considered the official documents. The Township accepts no responsibility for the accuracy of information found on other websites. The onus is on the Bidder to check via *bids&tenders* to verify they have received all relevant information. The Township reserves the right to not accept a bid submission if determined that the documents have been altered from the Township's own official documents.

1.6 Withdrawal of Submission

A proponent may withdraw their proposal via their account on Bids & Tender at any time prior to the proposal closing time. The withdrawal of a proposal does not disqualify a proponent from submitting another proposal prior to the closing time.

1.7 Submission Instructions

Proponents shall submit all Proposals through *bids&tenders* prior to the Closing Date and Time at <https://cavanmonaghan.bidsandtenders.ca>.

Proposals will require the following information:

File #1: Proposal

Vendors/Consultants are to submit their detailed work plans to satisfy the Township's needs. The form of proposal and detailed work plan shall be combined into one PDF file.

The form of proposal and detailed workplans submission shall contain the following information:

1. Company Overview and Project Team (10%)
 - Clearly identify the primary firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the primary firm along with the expertise and respective projected costs of their involvement. Outline the legal structure and ownership of the firms. Provide an overview of the firm's office locations, staffing (number of professional/technical, disciplines) and technical resources drawn from each of the respective office locations for this project.
2. Qualifications and Experience (25%)
 - ⊖ Provide a detailed statement stating the Bidder's experience in similar work which he/she has successfully completed. Provide a list of the Bidder's senior supervisory staff with a summary of the experience of each.
 - Proponents shall give the location and description of the construction equipment which the Bidder proposed to use, the equipment he/she has available or under his/her control, the equipment to be rented, and the supplies to be purchased.
3. Workplan and Timelines (35%)
 - Proposed approach to the project, consistent with the information provided in this Proposal;

- A detailed work plan fully describing the main tasks to be undertaken and all sub tasks required to execute all aspects of the work consistent with the information provided in this Proposal;
- A detailed project schedule outlining the time requirements and date of completion of the project's main tasks, subtasks and activities as defined by the detailed work plan to complete works by the specified completion date including:
 - Start and finish dates of main tasks
 - Milestone dates for deliverables to the Township
 - Critical path items

The detailed work plan shall not include any fee related dollar values. Detailed work plans including any fee related dollar values will be disqualified.

Bidders may submit detailed work plans through the form provided on *bids&tenders* or by uploading a PDF to their submission through *bids&tenders*. Uploaded PDF's shall not exceed 20 pages in length. Tables and diagrams may be appended to the detailed work plan or uploaded separately when providing the detailed work plan through the provided form. Company brochures and curricula vitae may also be appended.

Pricing Table

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with this Proposal for the following prices:

Demolition of the Millbrook Arena – Items (a) through (e) in Special Conditions Item 10 “Scope of Work”

Description	Cost
Mobilization and Insurance	\$ _____
Abatement of Hazardous Materials	\$ _____
Demolition	\$ _____
Close Out and Demobilization	\$ _____
SUBTOTAL	\$ _____
HST	\$ _____
TOTAL	\$ _____

Provisional – Abatement of Presumed Asbestos Cement Piping (Transite) at Sanitary Lines

Provide lump sum cost for abatement, removal and disposal of 107 meters (350 linear feet) of Asbestos Cement Piping (Transite) at Sanitary Lines.

Description	Cost
Abatement and Demolition of Asbestos Cement Piping (107 m)	\$ _____

Provisional – Hourly and Unit Rates for Additional Services

Provide hourly and unit rates for site staff and equipment for potential changes to the contract.

Role	Hourly/Unit Rate
Site Supervisor	\$ _____ Per hour
Equipment Operator	\$ _____ Per hour
Project Manager	\$ _____ Per hour
Truck Driver	\$ _____ Per hour
Hazardous Materials Labourer	\$ _____ Per hour
Labourer	\$ _____ Per hour
320 Hydraulic Excavator	\$ _____ Per day
Shears	\$ _____ Per day
Demolition Hammer	\$ _____ Per day
Bucket	\$ _____ Per day
Skid-Steer Loader	\$ _____ Per day

Estimated duration of construction _____ weeks

Exclude from the Fee Proposal any identified disbursements that will be managed by the Contractor but may be paid for separately by the Township, including costs for advertising, mail-outs, courier services, materials testing, OLS services, mileage costs and other such identified disbursements, as presented in the proposal.

The upset cost estimate shall be broken down according to the tasks of the work plan. **Prices shall not include contingencies or HST as applicable.**

Proponents shall identify and include any costs believed not to be covered in this RFP information package, but considered necessary for completion of the assignment, and shall be specifically identified in the proposal.

1.8 Proposal Selection Criteria

The following selection criteria outline the area of importance that will be considered in the project award. Proposal submissions should satisfy all criteria points wherever possible. Proponents will be evaluated based on the following weighted evaluation factors:

Item	Point Allocation
1. Company Overview and Project Team	10
2. Qualifications and Experience	25
3. Workplan and Timelines	35
4. Proposed Fee	30
Total	100

Points awarded for the Proposed Fee portion of the evaluation shall be in accordance with the following:

The lowest fee shall be awarded the full amount of the points available for the fee portion of the evaluation (30). All higher fees proposed shall be awarded by the following:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times (\text{maximum points for Proposed Fee}) = xx$$

For example: if the lowest fee is \$100,000, 2nd lowest fee is \$125,000 and 3rd lowest fee is \$200,000 their respective scoring would be as follows:

a) The proponent with the lowest fee would be awarded 30 points.

b) The proponent with the 2nd lowest fee of \$125,000 would be awarded points as follows:

$$\frac{\$100,000}{\$125,000} \times 30 \text{ Points} = 24$$

c) The proponent with the 3rd lowest fee of \$200,000 would be awarded points as follows:

$$\frac{\$100,000}{\$200,000} \times 30 \text{ Points} = 15$$

1.9 Selection Committee

The Selection Committee will consist of representatives from the Township.

1.10 Insurance

The Bidder shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of the contract.

During the Term of the Agreement, and any renewal or extension thereof, the Bidder will, at its own expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:

- a) A contract of general liability of not less than Two Million (\$2,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:
 - Personal injury including death
 - Property damage or loss (direct or indirect and including loss of use thereof)
 - Broad form property damage
 - Contractual liability
 - Non-owned automobile liability
 - Products – completed operations
 - Contingent employers' liability
 - Cross liability
 - Severability of interest
 - Blanket contractual liability
- b) All policies of insurance shall name the Township of Cavan Monaghan as an additional insured with respect to its interest in the operations of the Bidder; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Township; and shall also provide that neither the Bidder nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Township thirty days prior written notice

Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Bidder. The Bidder shall be responsible to pay all deductible amounts.

No policy shall contain any provision which would contravene the obligations of the Bidder hereunder or otherwise be to the detriment of the Township.

The Bidder shall provide or cause to be provided to the Township, within seven (7) days of award of contract a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of the Agreement. No review or approval of any such insurance certificate by the Township shall derogate from or diminish the Township's rights or the Bidder's obligation contained in the Agreement.

If at any time the Township is of the opinion that the insurance taken out by the Bidder is inadequate in any respect, it shall forthwith advise the Bidder of the reasons therefore and the Bidder shall forthwith take out additional insurance, if available, satisfactory to the Township.

The taking out of insurance shall not relieve the Bidder of any of its obligations under this Agreement or limit its liability thereunder.

All policies of insurance shall be:

- Written with an insurer licensed to do business in the Province of Ontario
- In form and content acceptable to the Township acting reasonably
- Be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Township
- Contain an undertaking by the insurers to notify the Township in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies
- Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Township, forfeiture of the agreement

1.11 Health and Safety and WSIB

The successful Bidder is required to conform to the Occupational Health and Safety Act related to the performance of the Contract. In addition, the successful Bidder will be required to supply to the Township a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operators Status. A new Clearance Certificate is required every 60 days.

1.12 Right to Reject or Not Open

The Township reserves the right to reject any or all proposals, and the lowest or highest, as the case may be, will not necessarily be accepted. The right is reserved to accept the whole or any part of the proposal.

Should the Township receive only one qualified and duly executed bid submission, the right to reserve to recall the competition is at the discretion of the Township.

The Township reserves the right not to open a bid call should the Township of Cavan Monaghan deem, in its opinion, to have received an inadequate number of bid responses to the bid call and further the right is reserved to cancel and recall the competition.

The Township reserves the right not to accept a proposal from any person or Corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions for business transactions who was listed as either the proposed general contractor or subcontractor or vendor within the submitted proposal.

1.13 No Claim for Compensation

Except as expressly and specifically permitted in these instructions to proponents, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Bidder shall be deemed to have agreed that it has no claim. The Township assumes no responsibility or liability for costs incurred by the Bidders prior to entering into a written contract.

1.14 Subject to Budget Provision

Should qualified bid submissions exceed the Township's budget provision for this project, the Township reserves the right to reject, or recall the proposal.

1.15 Final Payment

Prior to the release of the final payment to the successful Bidder, the successful Bidder will be required to:

- a) Provide a final invoice at completion for Township approval.
- b) Provide notice of substantial completion to the Township.

1.16 Conflict of Interest

The Township reserves the right to disqualify a proposal where the Township believes a conflict of interest or potential conflict of interest exists in regard to the Bidder and the intended project.

The successful Bidder shall work solely and exclusively in the interests of the Township at all times to ensure that the project is successfully completed. The Bidder must identify current claims, potential claims, or disputes against the Township, if any, that the firm is involved.

No person, firm or corporation other than the Bidder has any interest in this proposal or in the proposed contract for which this proposal is made and to which it relates.

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

No member of the Township Council and no officer or employee of the Township is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise whosoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract

1.17 Failure of Unsatisfactory Performance

The Township reserves the right to remove from eligibility to submit bids for indeterminant period, the name of any Bidder for failure to accept a contract with the Township, or the name of any Bidder for unsatisfactory performance of a contract with the Township.

1.18 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding disclosure to third parties of information held by municipalities and local boards.

If the Bidder wishes to protect from disclosure any or all of the documents that are submitted to the Township as part of this proposal, a letter shall be uploaded to their *bids&tenders* submission to the attention of the Clerk, stating any or all of the documents that the Bidder wishes to protect, referencing the above-mentioned legislation, and signed by an officer of the corporation. This letter will not guarantee that there will never be disclosure, but it does provide the

groundwork for handling an application for disclosure by a third party under this legislation.

1.19 Municipality Not Employer

The Bidder agrees that the Corporation of the Township of Cavan Monaghan is not to be understood as the employer to any successful Bidder nor to such Bidders personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Agreement. It is understood that the successful Bidder will act as an independent contractor. Also, in accordance with the Ontario Occupational Health and Safety Act, the successful Bidder here with agrees to be the “constructor” as defined under this act.

1.20 Accessibility for Ontarians with Disabilities Act (AODA)

The Township of Cavan Monaghan supports the goals of the Accessibility for Ontarians with Disabilities Act and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under Section 7 of O.Reg. 191/11, integrated accessibility standards established by the AODA, the Township must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Township receive training on accessible customer service.

Please sign off in *bids&tenders* confirming that all personnel have completed training that meets the requirements of the Integrated Accessibility Standards regulation and the AODA and its regulations. If you have not completed training, the training requirements can be fulfilled by completing the e-learning course “Customer Service Standard Module” which can be found at <http://accessforward.ca>.

Requirements of the Integrated Accessibility Standards (O. Reg. 191/11):
<https://www.ontario.ca/laws/regulation/110191>

Accessibility formats or communication supports are available upon request.
Email cpage@cavanmonaghan.net or 705-932-9326

Section 2: Information Package

2.1 Purpose of Procurement

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the Township of Cavan Monaghan (the “Township”) to prospective proponents to submit proposals from qualified contractors to complete the demolition, removal and disposal, and site restoration of the existing Millbrook Arena building structure and associated refrigeration plant in accordance with all the details, requirements, specifications and drawings set out in or attached. The Proposal must meet all the requirements outlined in this document. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) may be possible.

The Millbrook Arena located at 4 Needlers Lane Millbrook, Ontario, is to be decommissioned and removed in its entirety, including all associated infrastructure and systems. The Millbrook Arena consists of a single pad arena, an ice re-surfacing room, changerooms, washrooms, furnace room, a foyer, and a compressor room. The second storey consists of a community gathering room, storage rooms, washrooms, a kitchen area and a small gathering room.

The original arena was constructed circa 1950's. In the mid-1970s there was an explosion in Millbrook which damaged one of the exterior walls and required that portion of the facility to be rebuilt. The building structure consists of metal decking cold form steel Z-purlins, pre-engineered steel frames, concrete masonry block walls, metal siding, precast concrete slabs and concrete slabs-on-grade.

The refrigeration plant has previously been decommissioned with ammonia, glycol and oils removed from equipment and cooling system.

The successful Proponent will be responsible for the following:

1. Secure the worksite and obtain all required permits provided by Township.
2. Demolish the entire structure including, superstructure (walls, roof, bleachers, etc.) - Mechanical, electrical, and plumbing systems
3. Underfloor heating systems and piping
4. Foundation and concrete slab
5. Disconnect and cap existing above-grade and below-grade utilities to the nearest property line(s). *
6. Remove all materials and debris from the site in compliance with applicable environmental regulations.

7. Recycle or dispose of materials according to local and provincial regulations.
8. Backfill and compact the site as necessary.
9. Grade and level the ground to a smooth, even condition suitable for future development or landscaping.
10. Final site inspection and approval from the Municipality.

*Above-grade utilities include electricity. Below grade utilities include gas, water and sewer.

Cambium Inc. was retained by the Township to complete a Mould Assessment of the Millbrook Arena.

The survey report was submitted by Cambium on December 6, 2024. The survey included the entire building. Section 30 of the Occupational Health and Safety Act and Ontario Regulation requires that all designated substances at the project site or construction project be reported to all construction contractors working at the site. The DSS Survey (Attachment #1) identifies the designated substances present, their locations, and their concentrations (when available).

The identification of these hazardous materials will assist contractors with appropriate waste handling procedures required as outlined in the Cambium Report. All site work must comply with local bylaws and provincial occupational health and safety regulations.

2.2 Project Schedule

Upon award of the contract, the Bidder shall comply with the following regarding scheduling, cost reporting and work progress for purposes of bi-weekly progress payment claims:

- a) The Bidder's schedule of work shall identify the duration and completion dates for each major activity.
- b) Within 15 days of award of the contract, the Bidder shall prepare and submit the schedule for the work within the framework of the project schedule. For each activity within the schedule, the Bidder shall identify at least the following:
 - Activity name
 - Activity duration
 - Activity start date
 - Activity end date

For each activity, the Bidder shall assign a value (Activity Value) corresponding to the total of the labour, material, service, equipment, associated that activity

within the Bidder's contract amount. The sum of the Activity Values for all activities in the Bidder's schedule shall equal the total contract amount.

The Township will review the Bidder's schedule which, once approved, will form part of the project schedule. The Bidder shall submit to the Township one electronic copy.

Activities on the Bidder's schedule shall equal the application for payment claimed. The submission of the updated Bidder's schedule, including the identification of the percentage completion of all activities in accordance with the foregoing requirement, shall be prerequisite to the certification by the Township of any progress claim.

If the Bidder and Township agree to a change in the Bidder's schedule then the Bidder shall submit a revised schedule that identifies the Activity Values for all Activities within the revised schedule and the percentage completion for all Activities.

2.3 Scope of Work

The following is meant to convey, in general terms, the required scope of work in order to complete the project. The list is not meant to be all inclusive and should be expanded upon by the bidder in their proposal submission. The scope of work must follow what is outlined in the Demolition Specifications document that is provided:

1. Pre-Demolition

Conduct site inspection and structural/hazard assessment. Submit submittals in accordance with specifications, including but not limited to demolition plan (stamped by Professional Engineer licensed in Ontario), waste management plan, hazardous materials abatement plan, and utility locates. Disconnect and cap utilities at property line(s), including gas, water, sewer, electricity and telecommunications with authorities having jurisdiction. Secure all permits to execute the work, including but not limited to the demolition permit, Notice of Project, and environmental clearances. Install fencing, signage, and other public safety measures.

2. Abatement of Hazardous Materials

Remove, transport and dispose of hazardous materials in accordance applicable regulations and project specifications. Provide waste tracking documentation for all abatement materials.

3. Demolition

Demolish structure, including superstructure, slab and foundations, mechanical, electrical and plumbing equipment and materials. Provide water for dust and

debris control for duration of demolition work. Separate and dispose of non-hazardous materials for recycling and landfill per waste management plan.

4. Post-Demolition

Backfill and rough grade site for safe conditions. Compact soils and control erosion. Final site clean up, including removal of temporary fencing and signage. Prepare and distribute close out documents.

5. Meetings

Arrange, attend and minute any necessary meetings, including start-up, progress, and monthly, with approval authorities and Township Staff, as required, throughout the course of the project.

8. Information/Services Provided by The Township

The Township will provide and supply the following:

Access to all available plans and reports, including but not limited to:

1. Designated Substances Survey, prepared by Cambium Inc., dated 2025/08/01.
2. Mould Assessment, prepared by Cambium Inc., dated 2024/12/06.
3. Site Survey, prepared by Elliot and Parr (Peterborough) Ltd., dated 2024/10/04.
4. Structural Investigation Report, prepared by Barry Bryan Associates, dated 2022/09/15 (Revised).
5. Electrical Site Condition Assessment Report, prepared by Kirkland Engineering Ltd., dated 2019/09/06.
6. Mechanical Site Condition Assessment Report, prepared by Kirkland Engineering Ltd., dated 2019/09/03.
7. General direction to the Contractor in completing the services and granting of approvals as necessary in a timely fashion;
8. Review of information prepared by the Contractor and comment in a timely fashion;
9. Other documentation as available.

2.4 Deliverables

The deliverables for the project are summarized below:

1. Permits, applications and approvals from all external agencies to allow construction to proceed;
2. Schedule, demolition plan, waste management plan, abatement plan, waste disposal records, reports, technical memos, communications,

minutes of meetings, drawings, plans, calculations, etc., as may be required during the course of this assignment;

3. Any site signage as required.

The Contractor will submit Word copies of the draft for any document to the Township for review.



Demolition of the Millbrook Arena

General Conditions

Request for Proposal RFP-PF-25-01

Index

Clause	Subject	Page
1.	Contractor's Equipment	21
2.	Occupational Health & Safety Compliance	21
3.	Federal, Provincial, Municipal Laws	21
4.	Safety Devices	21
5.	Access to Buildings and Properties	21
6.	Work Sites	21
7.	Township of Cavan Monaghan Indemnification from Liability	21
8.	Supply of Materials	21
9.	Sub-Contracting	22
10.	Contract Amendments and Revisions	22
11.	Method of Payment	22
12.	Contract Time and Liquidated Damages	22
13.	Spills Reporting	23
14.	Quantity Adjustments	23
15.	Accessibility Standards	23

1. Contractor's Equipment

The Contractor shall ensure that any and all equipment, whether owned, rented or contracted, shall be mechanically fit and capable of performing the work specified in this request for proposal.

The Bidder shall ensure that their employees, agents or subcontractors shall be properly trained to perform the work specified in this request for proposal.

2. Occupational Health & Safety Compliance

The Contractor and their agents shall strictly adhere to all safety procedures and regulations as specified in the Occupational Health and Safety Act and Regulations together with the Township's Health and Safety Policies and Procedures.

3. Federal, Provincial, Municipal Laws

The Contractor and his/her agents shall strictly adhere to all Federal, Provincial and Municipal Regulations, Legislation and By-laws. It shall be the Contractor's responsibility to obtain the current revisions of applicable Acts, Laws and By-laws.

4. Safety Devices

The Contractor shall place, construct, erect, or otherwise put in place such safety devices as may be required to protect motoring and pedestrian traffic from risk of injury. The Contractor shall ensure that all work areas are secure before leaving the site unsupervised at any time.

5. Access to Buildings and Properties

The Contractor shall maintain access to buildings and properties in the work area.

6. Work Sites

Upon completion of the work, the Contractor shall be responsible to clean and reinstate areas affected by Work as directed by Consultant.

7. Township of Cavan Monaghan Indemnification from Liability

The successful bidder shall indemnify and hold the Corporation of the Township of Cavan Monaghan harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission, whether willful or otherwise, by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

8. Supply of Materials

The contractor shall supply all materials required to complete the work specified in the Request for Proposal. The payment provided in the Proposal shall be deemed to include full compensation for the supply of said materials.

9. Sub-Contracting

The selected bidder, who has been approved by the Council of the Township, shall be considered to be the prime contractor and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of the

Township. The consent of the Township for such assignment or sub-contracting shall not relieve the prime contractor from completion of the project in accordance with the terms of the contract.

Where a consultant submits a joint proposal or proposes a partnership arrangement, the consultant must assume the lead or prime contractor position. As such, the consultant will have the overall responsibility for completing the project as proposed.

10. Contract Amendments and Revisions

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Township and approved by the Township. No amendment that changes the price of the contract shall be agreed to without a corresponding change order describing the change in requirement or scope of work and schedule. Amendments to a contract are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget including authorized revisions.

11. Method of Payment

Payment to be provided in accordance with the Construction Act. Contractor to submit invoices monthly for work performed and materials on-site. Payment Terms shall be 28 days net from the date when a Proper Invoice is received by the Township of Cavan Monaghan. Payment for all the work specified in the proposal is included in the Contract Price. No separate measurement or payment will be made for individual items. The payment provided shall be deemed to include full compensation for the supply of information and materials.

The Township shall hold back 10% on each progress payment to the bidder until the end of the project such that the accumulated holdback will represent 10% of the total contract price. Upon final inspection and approval by the Consultant, the 10% holdback will be released to the Contractor. Holdback release 60 days after the date of publication of the certificate of substantial performance, provided no liens are registered.

12. (1) Contract Time

Time shall be of the essence of this contract. The contract shall be completed by December 31, 2025.

13. Spills Reporting

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are the result of the Contractor's operations that cause, or are likely to cause adverse effects shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980. This reporting shall not relieve the Contractor of his/her legislated responsibilities regarding such spills or discharges.

14. Quantity Adjustments

The Township of Cavan Monaghan reserves the right to adjust the quantities of the proposal items as required to meet budgetary constraints.