THE MUNICIPALITY OF
LAMBTON SHORES

Community Services
9577 Port Franks Road
Thedford, ON N0M 2N0
T: 519-243-1400 / 1-866-943-1400
www.lambtonshores.ca

THE MUNICIPALITY OF LAMBTON SHORES

Request for Proposal – 2026-29

Design, Supply and Install Playground Equipment at Port Franks Community Centre

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The Municipality of Lambton Shores

9577 Port Franks Road, Thedford ON
Telephone: (519) 243-1400
Email: tgiffen@lambtonshores.ca
The Municipality of Lambton Shores

SUBMISSIONS shall be received no later than the closing time and date noted below to the attention of Taylor Giffen, Manager of Parks and Facilities, and must contain the below information.

Request for Tender Number	2026-29
Contract Administrator	Municipality of Lambton Shores
Project Name	Design, Supply and Install Playground Equipment at Port Franks Community Centre
Non-Mandatory Pre-Bid Site Meeting	Date/Time: Arrange for appointment via email to: tgiffen@lambtonshores.ca Location: 9997 Port Franks Road, Port Franks ON PPE required: Yes – work boots and safety vest.
Test Holes	N/A
Open for Acceptance	120 days from Tender Closing Time and Date

Question Period Closing Time and Date	December 2, 2026 2:00:00 p.m., local time
Tender Closing Time and Date	December 16, 2026 2:00:00 p.m., local time
Performance Bond	100% of Total Contract Price (Excl. HST)
Labour and Material Payment Bond	100% of Total Contract Price (Excl. HST)
Warranty Term	12 months from Contract Completion
Tentative Project Council Award Date	March 2027
Tentative Project Start Date	April 2027
Project Completion Date	June 2027

INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT

Bidders downloading this document from the Municipality of Lambton Shores website must register with the Community Services Department to be added to the Bidders List. Interested Bidders are required to complete the information below and return this form via email to:

tgiffen@lambtonshores.ca

Bidders who do not register may not receive any additional information or addendums relating to this project.

Bidder Registration Form

Company Name: _____

Address: _____

City/Town: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Project Name: 2026-29 – Port Franks Community Centre Playground Replacement

1.0 Request for Proposal Details

1.1 Purpose

The Municipality of Lambton Shores ("the Municipality") is issuing this Request for Proposal ("RFP") to seek interested Proponents for the design, supply and installation of new playground equipment located at the Port Franks Community Centre, 9997 Port Franks Road, Port Franks ON in the Municipality of Lambton Shores. The scope of work is further detailed within the RFP documents.

With this RFP, the Municipality is seeking proposal submissions which provide the best financial and overall value to the Municipality.

1.2 Background

The existing playground at the Port Franks Community Centre, located at 9997 Port Franks Road has reached the end of useful life and requires replacement. The Municipality is seeking proposals for an accessible playground structure and associated amenities.

1.3 Named Parties

For the purposes of this RFP, the following parties are identified:

Owner:	**The Corporation of the Municipality of Lambton Shores**
Contact for Enquiries:	**Taylor Giffen, Manager of Parks and Facilities**
Telephone No.:	**519-243-1400 ext. 8314**
Email:	**tgiffen@lambtonshores.ca**

All inquiries, clarifications, or questions shall be communicated through the above noted Lambton Shores contact email address. Answers shall be addressed through addendum which will be provided to registered bidders and through the Municipality website.

Tenders and RFPs - Lambton Shores

1.4 Definitions

For the purposes of this Request for Proposal:

Canadian-Made Good means a good that meets any one of the following criteria:

a) wholly manufactured or originating in Canada;
b) at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada; or
c) labelled as "Made in Canada" or "Product of Canada."

Canadian Service means a service wholly provided by individuals located in Canada.

Domestic Supply Chain Plan means the plan submitted by a Bidder identifying the source, location, and estimated value of major goods and services required to complete the Work, including whether such goods and services are Ontario-made, Ontario services, Canadian-made, Canadian services, or sourced from outside Canada.

Ontario-Made Good means a good that meets any one of the following criteria:

a) wholly manufactured or originating in Ontario; or
b) at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

Ontario Service means a service wholly provided by individuals located in Ontario.

Total Tendered Price means the total price submitted by the Bidder for the Work, excluding HST, unless otherwise stated in this RFP.

Work means the full scope of work required under this RFP, including the removal and disposal of the existing playground equipment, the design, supply and installation of the new playground equipment and wood fibre surfacing, all associated appurtenances and components, commissioning, training, warranty, and all other requirements identified in the RFP documents.

1.5 Request for Proposal (RFP) Procedure

This RFP was released on November 10, 2026. Proponents must adhere strictly to the instructions concerning submissions. The Municipality reserves the right to amend the schedule.

All submissions will be received in-person only via sealed hard copy at the Municipality office (9577 Port Franks Road, Thedford ON) before 2:00:00 p.m. Local Time, December 16, 2026, and shall be labelled as follows:

Request for Proposal: No. 2026-29
Port Franks Community Centre Playground Replacement
Attention: Taylor Giffen, Manager of Parks and Facilities
Municipality of Lambton Shores
9577 Port Franks Road
Thedford, ON N0M 2N0

There will be no public opening associated with this RFP.

A. The Municipality of Lambton Shores reserves the right to accept or reject any or all submissions. The lowest price will not necessarily be accepted as outlined in the evaluation criteria.

B. This procurement is subject to the Municipal Buy Ontario Procurement Directive. Bidders are required to complete and submit a Domestic Supply Chain Plan (Appendix B) as part of their Tender submission. The Domestic Supply Chain Plan will be used by the Municipality to evaluate the Ontario-made goods and Ontario services included in the Tender.

Failure to submit a complete Domestic Supply Chain Plan (Appendix B) may result in the Tender being deemed incomplete or non-compliant.

C. Submissions received later than the time specified will not be accepted or considered. Submissions must be plainly marked to reveal contents and the proponents name and address.

D. Submissions are to be open for acceptance for a period of 120 days beyond the closing date.

E. Costs shall be provided in Canadian dollars. Prices shall be quoted only on the attached Form of Proposal and HST is to be shown separately as 13%.

1.6 Question Period Cut-Off Date

During the RFP period, inquiries may only be in writing via email following the aforementioned directions until December 2, 2026, after which time no further inquiries will be accepted. All other inquiries may not be considered or acknowledged.

Inquiries received after this date will only be answered if deemed by the Municipality to be fundamental to the integrity of the RFP. The Municipality may also issue an addendum for administrative corrections and clarifications at any time prior to the RFP's closing date.

1.7 Withdrawal of Submission

Proponents will be permitted to withdraw their Submission, unopened, after it has been deposited, if such a request is received by the Municipality of Lambton Shores, in writing through email, prior to the time specified for the opening of Submissions.

1.8 Negotiations

The Municipality of Lambton Shores reserves the right to enter into negotiations

with the selected Proponent who is determined to offer services in the best interest of the Municipality of Lambton Shores with the intent to arrive at a mutually satisfactory arrangement.

1.9 Sub-Contracts

Any Proponent intending to sub-contract for equipment, labour, services, or supplies must clearly identify all sub-consultants/sub-Contractors in their submission. The Municipality of Lambton Shores reserves the right to accept or reject any sub-contracts.

1.10 Incurred Costs

The Municipality of Lambton Shores will not be liable nor reimburse any Proponents for costs incurred in the preparation of submissions, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

1.11 RFP Award

Proponents may be required to make a presentation to the Municipality. The presentation may assist the Municipality in selecting a proponent and may alter scoring. The award of this RFP will be subject to Councils approval and will be subject to a review and evaluation of submissions. This RFP will not necessarily be awarded to any proponent. Work shall only commence following approval, subsequent Agreement execution, and all necessary documentation submitted to and approved by the Municipality.

1.12 Payment

Payment will be made monthly, after submission of a detailed invoice and associated reporting. Invoices will be accepted for payment following substantiation.

2.0 Submission Requirements

2.1 General Requirements

a) The Municipality is requesting responses from Proponents who are both interested and capable of undertaking the project.

b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in this RFP.

c) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete Responses will not be considered.

d) Proponents shall ensure they have carefully examined the provisions, plans, specifications, and conditions attached to this RFP and has carefully examined the site and location of the work to be done under this contract, and the Proponent understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this RFP, hereby offers to furnish all machinery, tools, apparatus' and other means of construction, furnish all materials, except as otherwise specified in the RFP, and to complete the work in strict accordance with the provisions, plans, specifications, and conditions attached to this RFP.

e) The Proponent shall complete and submit the Domestic Supply Chain Plan included in this RFP (Appendix B). The Domestic Supply Chain Plan shall identify the source and estimated value of major goods and services included in the Tender, including whether such goods and services are Ontario-made, Ontario-based, Canadian-made, Canadian-based, or sourced from outside Canada.

The Domestic Supply Chain Plan shall form part of the Tender submission and may be used by the Municipality for evaluation and compliance with the Municipal Buy Ontario Procurement Directive.

g) It is agreed that any quantities noted within this RFP are estimates only and may increase or decrease slightly by the Municipality without alteration of the contract price.

h) The Proponent, by way of submission of an RFP, promise to commence work on an "as required basis" and to diligently perform the work continuously when requested by the Municipality, upon acceptance of the RFP, without undue delay as specified and completes the work in its entirety in consultation with the Municipality.

If the Proponent fails or neglects to commence or to execute the work diligently, and at a rate of progress that will ensure the entire completion of the work within a reasonable time or fails to observe and perform any of the provisions of this

RFP, the Municipality may notify the Proponent to discontinue all work under this RFP. The Municipality may then employ such means necessary to complete the work, and in such a case, the Proponent shall have no claim for further payment in respect of work performed.

2.2 Specific Requirements

a) RFP submissions for the included scope will be received by hardcopy in-person until 2:00:00 p.m., local time on December 16, 2026, to:

Lambton Shores Community Services Department
9577 Port Franks Road
Thedford, ON N0M 2N0
Attn: Taylor Giffen, Manager of Parks and Facilities

b) The proposal shall contain a minimum of two (2) site layout plan drawings, minimum size of 8.5” x 11” and maximum size of 11” x 17” clearly showing all dimensions and a defined layout including all fall zones and non-encroachment zones.

The proposal shall contain a minimum of two (2) three-dimensional perspective renderings, minimum size of 8.5” x 11” and maximum size of 11” x 17”, showing the recommended layout from various angles so as to display all components. The renderings should completely illustrate and communicate the design intent list. Include details on play features and accessibility.

Proponents shall submit a limit of one (1) design proposal as part of their submission.

c) This RFP in its entirety must form part of the submission packages.

d) Submissions shall be witnessed and/or sealed.

e) Submissions must be fully legible. Submissions that are incomplete, unbalanced, conditional, or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void.

f) The Proponent shall take out and keep in force until the date of acceptance of the entire work by the Municipality of Lambton Shores, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least $5,000,000.00 exclusive of interest and cost against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the Municipality as an additional insured there under and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting

from or arising out of any act or omissions on the part of the Proponent or any of their employees or agents during the execution of the contract and the Proponent shall forward a certified copy of the policy or certificate to the Municipality before the work commences.

g) The successful Proponent shall provide a certificate of coverage from the Workplace Safety and Insurance Board (WSIB) prior to commencement of the work.

h) The successful Proponent will be required to supply an Executed Agreement to the satisfaction of the Municipality prior to the work commencing. This Agreement will be prepared by the Municipality, and an example can be found in Appendix A.

i) The Proponent will be required to submit a list of sub-Contractors (if any) including Health & Safety Acknowledgements and a list of material suppliers prior to the work commencing.

j) Bidders will not be permitted to carry out independent subsurface soil investigations by the excavation of “test pits” as part of this proposal process.

k) The Proponent will be required to provide a 100% Labour and Material Bond and 100% Performance Bond as outlined in the Tender package in a form satisfactory to the Municipality of Lambton Shores.

For Executed Bonds, only the Construction Act Form 32, Performance Bond is acceptable. Also, only the Construction Act Form 31, Labour and Materials Bond is acceptable.

The cost of bonding should be included in the overall submitted price.

l) **Safety Plan Training Requirements**

Mandatory Safety Plan: The Contractor shall develop, implement, and maintain a comprehensive Health and Safety Plan (H&SP) specific to the scope of work outlined in the tender documents. This plan must meet or exceed all relevant regulatory requirements (e.g., OHSA, provincial regulations).

Training and Competency: The Contractor must ensure that all their employees are fully trained and competent to perform the work in this proposal and dedicated to following all applicable safety rules and regs. and the company's H&SP.

Proof of Training: The Contractor shall provide documentation detailing their proposed safety training program and how all personnel involved in the project will receive the necessary training to fulfill their roles safely and competently.

Documentation: The H&SP should outline the process for training new workers, conducting inspections and investigations, correcting unsafe acts, and reporting incidents and near misses.

m) **Driver's Licence Requirements**

Licensing and Certification: All drivers engaged in performing work under this contract must possess and maintain a valid driver's license of the appropriate class for the vehicle(s) being operated.

Verification and Monitoring: The Contractor is responsible for verifying the validity of all driver's licenses and ensuring that drivers are medically fit and legally permitted to operate commercial vehicles if required by law.

Submission of Credentials: Bidders may be required to provide a record of licensed instructors and/or general policies regarding driver certification as part of their tender submission.

Compliance with Regulations: The Contractor shall ensure all driving activities comply with the National Safety Code (NSC) or equivalent transportation safety legislation, including recordkeeping and compliance plans.

2.4 Evaluation Process

All accepted submissions will be reviewed by the Municipality. Any submissions not accepted will not be evaluated and Proponents will be informed as such.

This procurement is subject to the Municipal Buy Ontario Procurement Directive. As part of the evaluation, the Municipality will review each compliant Proponent's Domestic Supply Chain Plan (Appendix B).

The Municipality will calculate the percentage of Ontario-made goods and Ontario services included in each compliant Proposal using the following formula:

Total Value of Ontario-Made Goods and Ontario Services ÷ Total Proposal Price, excluding HST × 100 = Percentage of Ontario-Made Goods and Ontario Services

The compliant Proponent with the highest percentage of Ontario-made goods and Ontario services will receive a 10% evaluation advantage. The evaluation advantage will be applied by reducing that Proponent's total tendered price by 10% for evaluation purposes only.

The 10% evaluation advantage does not reduce or change the contract price. The successful Proponent will be awarded the contract at its submitted proposal price, subject to Council approval, contract execution, and all other requirements of this RFP.

For clarity, if the Proponent receiving the 10% evaluation advantage is not the lowest evaluated compliant Proposal after the adjustment is applied, the Municipality may award to the lowest evaluated compliant Proposal, subject to the terms of this RFP.

The Municipality reserves the right to verify, clarify, or request supporting documentation regarding any information included in a Domestic Supply Chain Plan. Failure to provide satisfactory supporting information may result in the Proposal being deemed non-compliant or may affect the evaluation of the Proposal.

The lowest or any proposal will not necessarily be accepted.

2.5 Evaluation Criteria

A panel of municipal staff will independently evaluate each proposal using an established scoring matrix (below). The Municipality reserves the right to amend the scoring matrix at its discretion, with any amendments being applied consistently to every proposal received.

Technical	
Proponent Qualifications and Experience	15
Understanding of Project Scope and Work Plan	10
Playground Warranty	10
Playground Design, Play Value and Durability	15
Inclusion of Accessibility Features and Equipment	15
Sub-Total	**65**
Cost	
Cost and Fees	25
Sub-Total	**25**
Public Consultation	
Play Experience and Appeal	4
Inclusive Play Experience	3
Community and Family Needs	3
Sub-Total	**10**
Total	**100**

The order of items listed should not be taken as an indication of the relative importance of any particular criterion in the evaluation process.

Scoring will be based on the following scale. This scoring sheet will be utilized to score all subsections noted within this RFP that will form part of the Proponents overall score.

Evaluator Scoring	
0-1	Response was significantly lacking or missing
2-4	Met some expectations
5-6	Met minimum expectations
7-8	Exceeded expectations
9-10	Greatly exceed expectations

a) Proponent Qualifications and Experience

Corporate experience and past performance are measures of the extent to which a Proponent has recently performed the same or similar work and are important in assessing the probability of future successful performance. The Proponent shall include in their proposal evidence of past performance; and demonstrate the extent, depth and quality of recent corporate experience in the same or similar work.

b) Understanding of Project Scope and Work Plan

The proposal must include an introduction that clearly and succinctly reflects the Proponent's understanding of the project. It should describe the specific project goals and technical requirements. The Proponent shall provide a work plan and schedule for the project.

c) Playground Warranty

A clear explanation of the warranty and protection to the Municipality if there is an issue.

d) Playground Design, Play Value and Durability

The Proponent shall describe the design, scope and details of services offered to meet the objectives of this Project. Both hard copy and electronic renderings of the proposed design shall be included as part of the submission. See section 2.2(b) for detailed requirements.

e) Accessibility Features and Equipment

The Proponent shall provide examples and detailed descriptions of all accessibility features included in the design.

f) Cost

The Municipality has a fixed budget of $215,000, plus HST for this project. The budget includes all things necessary to complete the project, including, but not limited to purchase and installation of new equipment and purchase and installation of engineered wood fibre surfacing.

Costs will be evaluated after Buy Ontario Procurement Directive has been applied as described in section 2.4. The lowest proposal cost will receive the maximum available score for this section.

g) Public Consultation and Final Evaluation

The Municipality is committed to providing an opportunity for meaningful public input into the design of the replacement playground at the Port Franks Community Centre.

Shortlisting of Proposals

Following completion of the initial technical and financial evaluation, the Municipality will identify the two highest-ranked compliant proposals to advance to public consultation.

The initial evaluation will represent 90 points of the total 100-point evaluation, consisting of 65 points for technical criteria and 25 points for financial criteria.

The scores assigned during the initial evaluation will be retained and carried forward to the final evaluation.

Public Consultation Evaluation

Following the initial technical and financial evaluation, the Municipality will shortlist the two highest-ranked compliant proposals for public consultation.

The Municipality will undertake public consultation to obtain feedback on the shortlisted playground designs. Consultation may include an online public survey, engagement with local schools, review by the Lambton Shores Accessibility Advisory Committee, and other opportunities for community participation.

The public consultation process will provide participants with an opportunity to identify their preferred design and provide comments regarding play opportunities, inclusive play experiences, and suitability for community and family use.

Public consultation will account for a maximum of 10 points in the final evaluation, allocated as follows:

- Play Experience and Appeal – 4 points
- Inclusive Play Experience – 3 points
- Community and Family Needs – 3 points

The Municipality will prepare a summary of consultation results, including expressed design preferences, recurring themes, identified concerns, and feedback received through the various consultation activities.

Design preferences will inform the assessment but will not independently determine the public consultation score or successful Proponent.

Designated Municipal evaluators will assess each shortlisted proposal against the published public consultation criteria, using the consultation findings and predetermined scoring guidelines. Evaluators will document the rationale for the scores assigned.

The Municipality will request that individuals participate only once. Recognizing the voluntary nature of public consultation, the Municipality will not be required to independently verify each participant's identity or eliminate every possible duplicate submission.

The public consultation score will be added to the technical and financial evaluation scores to determine the final ranking of the shortlisted proposals.

The compliant Proponent receiving the highest combined evaluation score will be recommended for award, subject to the Municipality's Procurement and Asset Disposal Policy and applicable approval requirements.

Public consultation findings may also inform reasonable refinements to the successful design, provided such changes remain within the approved scope, budget, and contractual requirements.

Final Evaluation and Award

Following completion of public consultation, the Municipality will add the public consultation score to the technical and financial evaluation scores previously assigned.

The compliant Proponent receiving the highest combined score out of 100 will be recommended for contract award, subject to the Municipality's Procurement and Asset Disposal Policy, available budget, Council approval, and the other requirements of this RFP.

Where two Proponents receive the same final score, the Proponent with the higher technical evaluation score will be ranked first. If the technical scores are also equal, the Proponent with the higher accessibility evaluation score will be ranked first. If a tie remains, the Proponent with the lower evaluated price will be ranked first.

Design Refinement

Following contract award, the successful Proponent may be required to incorporate reasonable design refinements arising from public consultation, subject to Municipal approval.

Any refinements must remain consistent with the successful proposal, applicable

accessibility and safety standards, the approved project scope, the contract price, and the requirements of the Ontario Trillium Foundation grant agreement.

2.6 Tender Envelope Cover

Proponents shall ensure they complete the Tender Submission Cover included on the website and affix it to the cover of the envelope containing their submission(s).

3.0 Submission Information

3.1 Responses must be received no later than the specified closing time and date, as per these RFP requirements.

3.2 Proponents may edit or withdraw a submitted Response at any time up to the official closing time. Respondents are solely responsible to:

- make any required adjustments to their Response;
- acknowledge the Addendum/Addenda; and
- ensure the re-submitted Response is **RECEIVED** no later than the closing time and date.

3.3 The Municipality reserves the right to accept or reject any and all responses.

3.4 Responses are to remain firm for acceptance for a period of **120** days from the closing time and date.

3.5 The acceptance and award of the Response, and any potential subsequent procurement processes, and/or execution of an agreement, contract or purchase order may be subject to approval by Council.

3.6 By submitting a response, the Respondent acknowledges and accepts all terms and conditions in this Response solicitation document and all policies and procedures as per the Municipality Procurement and Asset Disposal Policy.

3.7 Interested Proponents should submit a proposal outlining how they can assist with the work that has been requested. The proposal will include:

a) The proposed approach to the project, which should be consistent with the RFP.
b) Identification of key personnel and any proposed sub-contractors.
c) Describe relevant experience of the firm and key personnel involved in the project.
d) A work plan outlining time requirements and completion of key milestones of the project.
e) Clear statement of total project costs.

f) Hard copy drawings of the site layout and 3-D renderings as described in section 2.2(b).
g) Warranty information for all proposed products.
h) Completed Domestic Supply Chain Plan (Appendix B)

It is expected that every Proponent will have general knowledge of the existing field conditions and have reviewed the attached reference documents.

4.0 Terms and Conditions

4.1 Questions/Addenda

a) All questions, inquiries and clarifications regarding this RFP are to be submitted through email to the aforementioned Municipality contact. Inquiries must not be directed to other employees or Elected Officials. Submitting inquiries outside of this framework may result in your Response being rejected.

b) The Municipality assumes no responsibility for any verbal (spoken) information from any Municipality staff or from any Consultant firms retained by the Municipality, or from any other person or persons who may have an interest in this Response.

c) Amendments or changes to this RFP prior to the closing date and time stated herein will only be in the form of written addenda issued by the Municipality and distributed through email to the registered bidders. It is the Proponents sole responsibility to inform itself of any distributed addenda.

Proponents must acknowledge all addenda as part of their submission. Failure to do so may result in rejection.

d) The Municipality makes no promise or guarantee that addenda will be delivered by any means to any Respondent. By submitting a Response, the Respondent acknowledges and agrees that addenda shall only be emailed to registered bidders and it is the sole responsibility of the Respondent to check for said addenda.

e) Where a request results in a change or a clarification to the RFP, the Municipality will prepare and issue an addendum. No addendum will be issued within the 48 hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the Municipality for regular business hours **with the exception of an addendum postponing the closing or cancelling of this RFP, or a piece of information may be critical to the results of the RFP.**

Respondents that have submitted Responses prior to the date and time cut-off for addenda issuance are solely responsible to monitor their email for further addendum and are therefore also solely responsible for submitting a completely new Response acknowledging any said addenda prior to the closing date and

time of the RFP solicitation.

4.2 Cancellation

a) The Municipality reserves the right, at its absolute sole discretion, to cancel this contract with 30 days written notice, without cause and without penalty.

b) The Municipality reserves the right, at its absolute sole discretion, to cancel this contract with seven (7) days written notice, with cause and without penalty.

4.3 Rights Reserved by the Municipality

a) The Municipality reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.

b) The Municipality reserves the right to cancel this RFP at any time, without penalty or cost to the Municipality.

c) In the event of any disagreement between the Municipality and the Respondent regarding the interpretation of the provisions of the RFP, the Municipality shall make the final determination as to interpretation.

4.4 Verification of Information

The Respondent shall cooperate in the verification of information and is deemed to consent to the Municipality verifying such information.

The Municipality shall have the right to:

a) Verify any Respondent statement or claim by whatever means the Municipality deems appropriate, including contacting persons in addition to those offered as references.

b) Access the Respondent's premises where any part of the work is to be carried out to confirm Response information quality of processes and to obtain assurance of viability.

c) The Municipality may also verify any information contained in the Proponent's Domestic Supply Chain Plan, including the source, manufacturer, supplier, service location, and estimated value of goods and services identified in the plan. The Municipality may request invoices, supplier confirmations, manufacturer information, product literature, subcontractor information, or other documentation it considers necessary to verify the Domestic Supply Chain Plan.

4.5 Professional Responsibility

Only qualified and experienced professionals licensed in the Province of Ontario will be considered. The Successful Proponent shall, in all respects, comply with all statutes, laws, and regulations applicable to the work and to persons employed on or in connection with the work, and pay assessments required or levied by the Workplace Safety and Insurance Board, Revenue Canada, the Employment Insurance and specifically the Ministry of Labour.

4.6 Provisional Items

PROVISIONAL means that the use of this item is conditional on the circumstances determined by the Contract Administrator at the time of construction, pending available budget, and that authorization to proceed must be granted to the Contractor prior to proceeding with the work.

5.0 Project Specifications

5.1 Description of Services to be Provided

The Municipality of Lambton Shores is seeking proposals from qualified proponents to;

a) Prepare cleared existing site including ground base and curbing;

b) Design, supply and install accessible playground equipment at the Port Franks Community Centre, meeting the following specifications:

- All equipment to be proposed shall be new, not used or demonstrators, and be of the manufacturer's latest make and model.

- Playground equipment design and manufacturing must comply with the Canadian Standards Association (CAN/CSA-Z614). Proposals are to include layout drawings of structures showing all safety setbacks, and proposed play area dimensions.

- All playground equipment must be accompanied by a certificate that states that the playground equipment was designed and manufactured in compliance with CAN/CSA-Z614.

- The Municipality reserves the right to reject or refuse and request replacement components if defective in any manner before or after installation.

- Playground equipment shall serve the two (2) year to twelve (12) year age group.

- The design area available can be reviewed in the attached aerial drawing. To be considered, all submissions shall detail the site dimensions, as required under CAN/CSA-Z614.

- Main metal components are to be hot-dip galvanized steel or painted according to current industry standards and have a dry powder coating, or approve alternate, in order to prevent chipping and discoloration over time.

- Molded polyethylene components shall be used to a minimum and are to be ultraviolet light stabilized with the colour pigment molded directly into the component.

- Cable components, if proposed, are to be nylon cords reinforced with galvanized steel strands.

- If available, stringer footings are preferred.

- All fasteners are to be tamper resistant, stainless steel or protected steel that has received rust inhibiting zinc coating. All fasteners must be of a non-entanglement design.

- Security fencing is the responsibility of the Contractor.

- Upon completion, a safety inspection report must be supplied to the municipality including a drop test evaluation. This report must be completed by a certified playground inspector (see below):

  <u>Play Equipment Installation, Testing and Inspections</u>

  Independent inspections requirements

  - The Municipality will retain an independent Certified Playground Inspector to verify compliance with the latest CSA standards (CSA Z614) including Annex H. The successful Contractor shall cooperate fully with the independent inspector and provide formal written documentation confirming compliance at each phase.

  <u>Inspection Milestones</u>

  - A minimum of two (2) formal inspection milestones is mandatory for this project.
    - Substructure and Sub-base Inspection: To occur immediately upon completion of footing, welds, fasteners, sub-grade preparation and drainage systems, PRIOR to the placement of any surfacing material

- Final Completion Inspection: To occur upon full assembly of play components, protective surfacing placement (verifying finished compact depth) edging, wear mats, and accessible routes.
- Attendance: The lead/installer site supervisor representing the successful proposer must be present for all scheduled inspections.

Defects Remediation and Re-Testing Costs

- Remediation of any non-compliant work or defects identified by the Municipality or Independent Inspector shall be completed at the Proposer's sole expense. All costs associated with the re-inspection due to non-compliance will be charged back to or deducted from the Proposer's contract payment.

Accessibility and Inclusive Design

The proposed playground shall be designed to meet or exceed all applicable accessibility requirements under the **Accessibility for Ontarians with Disabilities Act, 2005 (AODA)**, including the **Design of Public Spaces Standards** in Ontario Regulation 191/11, and all applicable Ontario Building Code requirements.

At a minimum, the design shall:

- Incorporate accessibility features for children and caregivers with a range of disabilities, including sensory and active play components.
- Support participation by children with mobility, sensory, cognitive, communication, developmental, and other disabilities, as well as caregivers with disabilities.

Proponents are strongly encouraged to propose **inclusive, barrier-free designs that exceed the minimum legislative requirements** and promote meaningful, integrated play opportunities for people of all ages and abilities. Designs that demonstrate enhanced accessibility, universal design, sensory inclusion, caregiver access, social interaction, and independent play will be evaluated favourably.

Examples of enhancements may include:

- Ground-level play features that are accessible from the main route;
- Transfer platforms, ramps, accessible elevated play opportunities, and wheelchair-accessible activity components;
- A variety of sensory play experiences, including tactile, auditory, visual, and nature-based elements;
- Inclusive swings, adaptive seating, and accessible motion play;

- Quiet or retreat spaces for users who may benefit from reduced sensory stimulation;
- Visual contrast, tactile wayfinding, and clear site orientation features;
- Accessible seating with companion seating, shade, and clear mobility-device spaces; and
- Play opportunities that promote cooperative and intergenerational use rather than segregated accessible elements.

c) Supply and install engineered wood fibre surfacing:

- All protective surfacing shall strictly comply with CAN/CSA-Z614, ASTM F1292, ASTM F2075, and the Accessibility for Ontarians with Disabilities Act (AODA) Design of Public Spaces.
- Proposer must account for all initial settling and mechanical compaction (typically 20%-30%).
- The installed protective surfacing (Engineered Wood Fiber) must achieve a MINIMUM COMPACTED DEPTH OF 300mm (12 inches) across the entire use zone.
- Initial uncompacted delivery/spread depth shall be a minimum of 350mm to 380mm (14 to 15 inches) to guarantee the 300mm finished profile post-settling.
- Heavy-duty, accessible, impact-attenuating rubber wear mats shall be supplied and installed on top of the EWF surface (recessed flush with the finished 300mm finished grade) at all high-displacement zones including beneath swing bays, slide exits, and heavy transfer points. Wear mats shall be anchored in accordance with the manufacturer's specification to prevent shifting or creating a tripping hazard.

d) Site restoration including topsoil and hydro seed is the responsibility of the Contractor.

5.1.1 Existing Site Conditions

The site location is located at 9997 Port Franks Road in Port Franks, Lambton Shores, and operates as the Port Franks Community Centre. The existing site is a mix a paved roads, paved parking areas, existing structures, and landscaped areas.

5.1.2 New Site Location & Layout

The new equipment shall be located in the same location as the existing. Existing trees shall be preserved.

5.2 General Specifications

In general, all work shall be carried out in accordance with Ontario Building Code (OBC), Ontario Provincial Standard Specifications (OPSS), Ontario Provincial

Standard Drawings (OPSD), and the Municipality of Lambton Shores standards unless approved by the Municipality.

Standards and requirements not directly listed within this RFP are still applicable and must be adhered to.

5.3 Municipal Buy Ontario – Major Goods and Services

For the purposes of the Domestic Supply Chain Plan (Appendix B), the Municipality has identified the following major goods and services that are expected to form part of this project. This list is provided for guidance only and does not limit the Proponent's responsibility to identify all major goods and services included in its Proposal.

Major Goods may include:

a) Play structure;
b) Structural posts, frames and supports;
c) Foundations and anchoring system;
d) Swings and swing frames;
e) Stand-alone play equipment;
f) Accessible/inclusive play components;
g) Engineered wood fibre surfacing;
h) Edging;
i) Geotextile, drainage and sub-base materials; and
j) Other major equipment, materials, or components required to complete the Work.

Major Services may include:

a) Removal and disposal of the existing playground equipment;
b) Design, supply, delivery, and installation of the new playground equipment;
c) Supply, delivery and installation of engineered wood fibre surfacing;
d) Inspections and commissioning;
e) Training; and
f) Warranty service.

The Proponent shall identify in the Domestic Supply Chain Plan (Appendix B) whether the major goods and services are Ontario-made, Ontario-based, Canadian-made, Canadian-based, or sourced from outside Canada.

SPECIAL PROVISIONS FOR NON-PROPOSAL ITEMS

ITEM 1 Extended Working Hours

The Contractor shall carry out the work in this Contract to completion on or before the dates detailed herein. In the event this time is not sufficient to permit completion of the work by the Contractor working a normal number of hours each

day or week on a single daylight shift basis, the Contractor will work extended hours to ensure the work will be completed within the time limit specified. This project is exempt from any sound by-law to permit the necessary work, however, approval from the Municipality must be received prior to working outside normal hours. The Contractor shall notify the Contract Administrator a minimum of 48 hours in advance of extending working hours in order to have adequate inspection of the works and must receive prior approval. Any additional costs occasioned by compliance with these provisions is considered to be included in the prices bid for the various items of work and no additional compensation will be allowed.

ITEM 2 Scope of Work/Time of Completion

Construction can commence upon the contract between the Municipality of Lambton Shores and the successful Contractor being executed and that weather permits construction to proceed, in consultation with the Municipality.

The scope of work and the time of completion is summarized herein.

This work shall be completed by May 31, 2027, as noted within these Contract documents. In the event that all work is not completed within the allowed time, it is agreed that damage will be sustained by the Municipality, and that is and will be impracticable and extremely difficult to ascertain the actual value of the damage sustained. It is agreed the damages shall be estimated to be and that the **Contractor shall pay the Municipality as Liquidated Damages the sum of fifty dollars ($50.00)** for every calendar day, excepting Saturdays, Sundays, and Statutory Holidays, taken to complete the work in excess of the allowed time for completion. The Municipality may deduct any amount due under this Contract from any monies that may be due or payable to the Contractor on any account whatsoever.

The liquidated damages payable under this Contract are in addition to and without prejudice to any other remedy, action, or other alternative that may be available to the Corporation.

ITEM 3 Resident, Institution, Business and Emergency Access

The Contractor is required to maintain local access and loading at all times for purposes of residents, institutions and business owners/employees gaining access and loading to their respective properties and access for emergency vehicles. The Contractor, with limited assistance from the Contract Administrator, must keep the residents, institutions and businesses apprised of all construction activities which will have an impact on access and loading to their properties.

It is acknowledged that certain properties may have access to alternative adjacent streets. The Contractor acknowledges that there are some properties

that do not have alternative access via adjacent streets. The Contractor will be responsible for maintaining navigable access to the properties that do not have an alternate access from an adjacent street at all times during construction.

The Contractor will be required to ensure that emergency services are kept updated on the status of the works and any access limitations that may exist at all times during construction. The Contractor shall comply with any access requirements that may be identified by emergency services and shall provide assistance as required.

ITEM 4 Construction Staging/Constructor Issues

In order to minimize inconvenience to the existing residents, institutions, and businesses and to address potential safety concerns, the Contractor as part of completion of a Traffic Control Plan (TCP) must detail their proposed construction staging approach.

The Contractor is advised that at the time of issuance of this Contract, the Municipality is not aware of any adjacent constructions works that would present Constructor issues. Should anything arise that may present an issue, notification will be provided where available.

ITEM 5 Existing Landscape and Infrastructure Features

The Contractor shall undertake the work in this contract in a manner that protects the existing landscaping and infrastructure features that are located both within the Municipal right-of-way and on Municipal/adjacent private property. The Contractor shall take all precautions to ensure proper protection is placed to prevent any damage to these features. Any damage to these features shall be addressed to the Municipality of Lambton Shores and property owner's satisfaction by the Contractor at no cost to the Municipality of Lambton Shores or individual property Owner.

The Contractor shall be responsible for providing and maintaining for the duration of the works appropriate erosion and sediment control measures surrounding and containing the project that includes heavy duty silt fence at the site perimeter, light duty silt fence surrounding any on-site material stockpile areas, check dams or other infrastructure at adjacent watercourses of any kind, etc. The costs for this infrastructure shall be deemed to be included in the overall costs of these works.

There are many established trees in the area of the work site that are to remain upon completion of the work. Prior to construction the Contractor shall, in collaboration with the Municipality, determine which trees require protection for the duration of the works. The Contractor shall protect the identified trees with tree protection fencing conforming with OPSS.MUNI 801.

ITEM 6 Proposal Price Review

The Municipality of Lambton Shores shall review all submitted tendered prices to determine if they are consistent and reasonable for the scope of work identified for each of the tendered items. Proposal prices which are considered unrealistic or which appear to be unbalanced as to likely adversely affect the Municipality may cause the Proposal to be rejected as informal. The Municipality reserves the right to award this contract to any, or none, of those bidders who submit a proposal. Regardless of the decision to award, or not to award this contract, the prospective bidders are responsible for all costs incurred in the preparation of its proposal. The lowest, or any bid, will not necessarily be accepted

ITEM 7 Excavation and Disposal of Contaminated Material

The Contractor may be directed by the Contract Administrator to take contaminated material from the project to an appropriate disposal site. While not anticipated, the Contractor will be paid upon a receipt or invoice from the disposal site provided to the Contract Administrator and shall include costs for increased hauling and tipping fees that may be encountered. If contaminated materials are found by the Contractor during works, the Contract Administrator must be notified immediately.

ITEM 8 Existing Utilities

Existing utilities flagged on drawings (if any) are established based on aerial imagery only for informational purposes only. The Contractor should note that there may be existing utilities within the contract limits of which location and specific detailed information should be acquired by the Contractor. The Contractor shall use an appropriate construction methodology (e.g., trenchless, hydro vacuum excavation) as determined by the situation in the field in order to undertake the contract work and to protect/maintain the existing utilities. Any impact to utility infrastructure during construction will be the responsibility of the Contractor to repair in coordination and to the satisfaction of the applicable utility. The Contractor will be responsible for gathering all appropriate utility information to support the work.

ITEM 9 Site Cleanliness

The Contractor shall maintain a clean and tidy work area at all times. The Contractor shall, at a minimum, complete a daily walk through/sweep of the entire work area as required, including any temporary works required that may be affected by the construction works. The Contractor shall also complete a daily walk through/sweep of areas immediate adjacent to the works. The Contractor shall ensure that all staff, Subcontractors, labourers, visitors and other parties on the construction site are aware of the requirements for maintaining a clean and tidy site. Under no circumstances shall the Contractor be permitted to litter on the

construction site or dispose of waste/garbage in any excavation of any kind.

ITEM 10 Environmental Protection

Cross Contamination

The Contractor shall ensure that all equipment is cleaned in accordance with the MNR “Clean Equipment Protocol for Industry” prior to entering the work site to ensure that there is no site-to-site cross contamination of invasive species.

General

The Contractor shall conduct his/her operations so as to limit any detrimental effects upon the environment. The Contractor shall maintain control of the operations at all times in order to avoid the occurrence of machinery oil spills, excessive sediment-laden runoff from the work site or damage to any environmentally sensitive system.

Should the Contract Administrator determine that the Contractor is not maintaining appropriate control of his/her operations, and damage or detrimental effects are occurring or are imminent, the Contract Administrator has the authority to stop all work until such time as steps are taken to rectify the conditions.

Conflicts and Omissions

In the case of conflict between the requirements set forth in the Contract Documents and those set by legislative authorities, the Contractor shall be required to follow the most stringent requirement. The Contractor shall bring any conflicts to the attention of the Contract Administrator for clarification. Similarly, any omissions shall in no way diminish the Contractor’s responsibility to comply with the statutes, regulations, bylaws, and directives of legislative authorities.

Environmental Site Awareness

The Contractor shall maintain an awareness of environmental requirements and developing issues on site in order to comply with all applicable standards and regulations, which shall also be included in tendered prices.

Hazardous Substances

The Contractor shall make itself fully aware of all Federal and Provincial legislation and restrictions on the storage and use of certain products or materials considered harmful to the environment or persons and shall comply with all applicable regulations and guidelines. The Contractor shall require its manufacturers or suppliers to provide current Safety Data Sheets (SDS) for all such products and shall comply with all requirements of the Workplace

Hazardous Materials Information System (WHMIS) Regulations. The Contractor shall promptly provide the Contract Administrator with copies of all SDS relating to all hazardous substances brought to the project site.

Water Management

The Contractor shall make itself fully aware of all water level, water flow and weather conditions in and affecting the Work and shall allow for all effects that any such conditions might have on the Work. The Contractor shall comply with the Water Taking requirements of the Ontario Water Resources Act in connection with its operations as required.

Waste Management

The Contractor shall dispose of all wastes generated on site and shall be responsible for all permits and approvals required for waste disposal. For recycled materials and for disposal of hazardous, subject and contaminated wastes, the Contractor shall provide proof of recycling and/or disposal documentation to the Contract Administrator.

The Contractor shall provide information on quantities of principal products brought to site and quantities of like products reused, recycled and wasted in the process of using these products.

Waste types anticipated at the work site may include sanitary sewage, domestic garbage, construction garbage, concrete and cement wastes, iron and steel wastes, granular materials wastes, operating fluid wastes from vehicles and construction equipment and collected sediment. Disposal of these and other wastes shall be as indicated in this Section. The Contractor shall recycle wastes where possible.

Sanitary sewage shall be collected in portable toilet facilities. Waste shall be disposed of at a licensed disposal location by a licensed hauler. Waste shall be removed on a regular basis consistent with health and safety requirements.

The Contractor shall minimize the volumes of domestic and construction garbage produced on site. An MECP approved local landfill shall be used for disposal of domestic and construction garbage. Waste storage bins with lids shall be provided by the Contractor and used on site for collection and temporary storage of domestic garbage. The Contractor shall ensure that wastes are deposited in designated bins and that the site is kept in a clean and tidy condition. Waste shall be removed on a regular basis to avoid accumulation on site.

Any excess wet concrete and truck mixer washings shall be disposed of in a washout bin installed by the Contractor in the laydown area. At no time shall the Contractor allow wet concrete or concrete truck washings to enter any collection systems. The proposed design of the excess wet concrete washout basin shall

be submitted to the Contract Administrator for approval. The basin shall be formed by substantial berms of imported sand and material excavated for the basin shall be used to form a berm around the basin or stockpiled for future use in restoration. Hardened excess concrete, cement grout and uncontaminated washings in a disposal basin shall be removed for disposal as concrete rubble if the capacity for the basin is reached before completion of the Work. The concrete washout basin and surrounding area shall be restored upon completion of the Work. Loose or exposed concrete reinforcing steel or iron and other steel wastes if obtained shall be recycled by the Contractor. The Contractor shall collect and recycle metal waste that arises from site works. Preference shall be given to constructive reuse of uncontaminated granular material no longer required for project.

Quantities of construction lumber and wood products wasted during construction shall be minimized. Every reasonable effort shall be made to reuse waste or surplus wood. Waste wood that cannot be reused or given away shall be disposed of at an MECP approved local landfill site.

Operating fluid wastes arising on site from vehicles and construction equipment shall be collected in suitable containers with tight sealing lids and shall be removed from site for recycling or disposal as hazardous waste.

Wastes shall be properly labelled according to WHMIS regulations.

Uncontaminated collected and excavated sediment shall be removed from the site for disposal as inert fill or as construction garbage. Collected and excavated sediment contaminated, or suspected to be contaminated by environmentally harmful substances shall be removed from site. The criteria, procedures, terms and conditions for disposal of contaminated sediment shall be those set out in current MECP regulations and guidelines.

Hazardous, subject and contaminated solid and liquid wastes shall be disposed of offsite using licensed disposal agents and haulers. The Contractor shall be responsible for registration of all hazardous, subject and contaminated wastes under Regulation 347 of the Ontario Environmental Protection Act. Wastes shall be properly stored and labelled according to WHMIS regulations.
There shall be no open or burning waste, etc., on site. The Contractor shall provide fire extinguishers for all mechanical equipment.

Spill Contingency Planning

Unless as detailed as a separate item in the form of tender section and subsequently described under another section within the specifications, no separate payment will be made for the provision of all labour, materials, plant and equipment to comply with the environmental requirements of this section of the specifications. Full compensation for complying with all the requirements of this section shall be deemed to be included in the payments for the Work to which

these requirements are related.

The Contractor shall endeavour at all times throughout the Work to prevent spills, and provide in the event of a spill the best response within the shortest possible time. Environmental legislation with respect to spills treats sediment releases to water as spills detrimental to the natural environment. Sediment releases to a watercourse or waterbody are therefore included in the same category as spills of pollutants.

Sorbent booms shall be provided and kept readily available at near-water work areas for local deployment as a precautionary measure.

Sorbent material shall be on hand at all work areas, at equipment storage or parking areas and at all refuelling locations as a means of containing and soaking up any spilled substance before it reaches the groundwater table or open water.

Unless otherwise approved by the Contract Administrator, drip and spill trays shall be constructed of metal or rigid molded plastic. Drip and spill trays shall be effectively of one-piece construction, have no leaks and shall not be readily deformable. Empty open-head drums with sealable lids shall be provided on site for predisposal storage of spillable substances and for disposal of used sorbents, contaminated soil, etc., if required.

The Contractor shall provide a minimum of two (2) complete spill kits to be located in the principal work areas. The exact location of any spill kit within a work area may vary but a kit shall always be located in close proximity to the actual work zone and shall be readily accessible.

The Contractor shall be responsible for reporting spills. All spills shall be reported to the Contract Administrator immediately following their discovery and attention to immediate safety and containment concerns. All spills to the natural environment shall be reported to the Contract Administrator and the MECP (Spills Action Centre 1-800-268-6060) and other external agencies as required.

The Contractor shall submit written spill notification reports to the Contract Administrator within two (2) working days after the discovery of a spill.
All spills to the natural environment resulting from action or inaction on the part of the Contractor or its Subcontractors shall be the responsibility of the Contractor. All testing required by the Contractor, the Contract Administrator, MNRF and/or MECP in connection with a spill shall be the responsibility of the Contractor and the cost associated with any testing shall be borne solely by the Contractor. Claims for compensation of testing costs associated with a spill to the natural environment made by the Contractor or their Subcontractors shall not be entertained.

Cement truck washouts and other liquid waste products shall be directed to

secure containment facilities for subsequent removal and disposal in accordance with current guidelines.

Work Near Water

Unless detailed as a separate item in the form of tender section and subsequently described under another section within the specifications, no separate payment will be made for the provision of all labour, materials, plant and equipment to comply with the environmental requirements of this section of the specifications. Full compensation for complying with all the requirements of this section shall be deemed to be included in the payments for the Work to which these requirements are related.

The Contractor is prohibited from working within any tributary of bodies of water without obtaining approval from the respective Conservation Authority, MNRF, and MECP. Working includes, but is not limited to, the placement of permanent or temporary structures, traversing through this area with equipment or material and depositing any material within the waterway. It is the responsibility of the Contractor to fully familiarize itself with water level and flow conditions and to anticipate the effects that any water levels and flows may have on the Work.

The Contractor shall meet the water quality protection requirements and the erosion and sediment control requirements of this specification and all applicable regulations. Turbid water shall not be directly discharged to the drain or creek. Any dewatering processes within the work areas shall be removed in their entirety upon completion of the Work. Collected and excavated sediments shall be carefully removed for disposal in accordance with this specification and all applicable regulations. Where geotextiles and plastic geomembranes are used, they shall be removed in their entirety on completion and disposed of at an approved local landfill. Geotextile containing contaminated sediment shall be disposed of in accordance with this specification and all applicable regulations.

Liquid Storage, Refuelling and Equipment Operation

Unless detailed as a separate item in the form of tender section and subsequently described under another section within the specifications, no separate payment will be made for the provision of all labour, materials, plant and equipment to comply with the environmental requirements of this section of the specifications. Full compensation for complying with all the requirements of this section shall be deemed to be included in the payments for the Work to which these requirements are related.

On-site bulk fuel storage tanks and bulk storage for other environmentally hazardous liquids shall be located at least 30m away from any bodies of water, within dykes or equivalent secondary containment on flat ground in the laydown area. The containment volume in liquid storage areas shall be such as to contain the total volume stored plus precipitation. A minimum secondary storage capacity

equivalent to 110% of the volume of stored liquids shall be provided. The Contractor shall regularly check all spill containment facilities for precipitation and spilled substance and maintain these facilities in a clean and serviceable condition, regularly removing precipitation to maintain the secondary storage volume. Where effective secondary containment cannot otherwise be achieved, protection against seepage shall be provided by the use of impermeable liners.

Fuel and other liquids required for the Work shall not be stored within 30m of a watercourse or water body. Fuel must be stored within secure secondary containment of an appropriate size. Secondary containment shall be provided throughout all the transportation and work area storage. Small containers of fuel and other chemical products shall have secure secondary containment and shall be protected at all times from accidental spillage. Sorbent materials shall be on hand at all liquid storage areas, whether for large or small volumes, as a means of containing or soaking up errant spills. Empty open-head drums with sealable lids shall be on hand for predisposal storage of spilled substances; sufficient drums shall be available to accommodate stored and in-service volumes of spillable substances. Refuelling shall be undertaken as follows:

1. Mobile highway vehicles shall be refuelled off site.
2. Equipment which is not readily mobile may be refuelled at the work site location as far as possible from open water or watercourses. Drip trays shall be used and sorbent materials shall be immediately on hand for use in preventing a spill.
3. When engaged in refuelling, workers shall have with them a supply of sorbent material and drip trays as required to meet all needs in containing and/or soaking up all spills during refuelling operation.

Equipment Operation shall be undertaken following these procedures:

1. Equipment working near water shall be cleaned and serviced as necessary to prevent deposition of soils, oil, grease, coolant, fuel and any other containment.
2. Stationary equipment operation near open water or in dewatered areas shall be equipped with drip trays to contain any fuel, oil, coolant or grease leakage. Equipment drip trays shall be of a sufficient size to effectively protect from all potential drips or spills within the plan area beneath each piece of equipment for which protection is provided.
3. Truck and equipment washing involving the removal of collected dirt, grease, oil and other containments is not permitted on site. Concrete mixers and associated equipment shall be washed out such that all concrete washings are discharged into the excess concrete disposal basin.
4. No equipment shall be washed in or near open water or watercourses.
5. All Equipment shall be in good condition and meet applicable statutory requirements for serviceability and exhaust emissions. Exhaust systems shall function in a manner to control exhaust noise within acceptable regulated levels.
6. Major repairs to equipment will not be permitted at the work site. Routine equipment servicing of a minor nature will be allowed on site with the provision that drip/spill trays be used to control on-ground spillage of fuels, oils, coolants and grease.

The Contractor shall be responsible for any and all clean-up of contamination resulting from its operations. Contaminated granular materials and other contaminated soils shall be carefully excavated and shall be disposed of according to MECP regulations and guidelines. These materials may be classified as hazardous waste. Soils and similar materials contaminated by equipment operating fluids shall be removed from site and disposed of in accordance with this specification and all applicable regulations.

Drainage and Water Control

The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and site free from water. The Contractor shall not pump water containing suspended materials into waterways, storm sewers or drainage systems. Control disposal/runoff of water containing suspended materials or other harmful substances in accordance with governing authority requirements. The Contractor shall provide erosion and sediment control surrounding any area that forms part of the project staging or construction, and where required or as directed by the Contract Administrator.

- Control flow rates to ensure minimum solids transportation.
- Provide strawbales or filter berms as required to slow and filter run-off prior to discharge to storm sewers or watercourses.
- Clean out settling ponds from time to time so that sediment discharge is prevented.

The Contractor shall not direct any flow of water across or over pavements, except through approved pipes or properly constructed troughs. The Contractor shall dispose of water so as not to be injurious to public health or safety, to property or to any part of work completed or under construction.

Dust Control

The Contractor shall make themselves aware of all existing regulations/requirements with regards to dust creation as a result of construction activities. The Contractor must manage dust to acceptable levels through the use of specific contract items in consultation with the Contract Administrator.

ITEM 11 Public Relations

The Contractor shall receive and address any complaints from the general public in regard to safety and nuisances directly related to the work and shall respond to and promptly address all complaints received and carry out remedial actions to prevent further complaints.

The Contractor shall notify the Contract Administrator immediately of any

complaints of damage to property or personal injury and action taken in respect to any complaints as well as the outcome of such actions.

The Contractor shall maintain complete records of contact with the general public. The Contractor shall give adequate notice of schedule, timing and location, movement of materials, construction activities, emergency work, maintenance and repairs to affected landowners and occupants of properties; those who live within, and adjacent to the working area.

The Contractor shall comply with reasonable landowner requests regarding access to and from the property (in the opinion of the Contract Administrator), including but not limited to driveway grading, etc.

The Contractor and all staff are bound by applicable Anti-Harassment/Anti-Discrimination legislature.

The Contractor shall direct all media inquiries to the Municipality.

ITEM 12 Excess Soils

Excavated materials not applicable for re-use shall be disposed of offsite by the Contractor. The Municipality will require a letter of release from the property owner of the proposed disposal site.

The Contractor shall adhere to Excess Soil requirements that includes OPSS.MUNI 180, Ontario Regulation 153/04 and Ontario Regulation 406/19 under the Environmental Protection Act (EPA) and the Rules for Soil Management and Excess Soil Quality Standards (Soil Rules) that form part of O.Reg. 406/19. Bidders shall note that an environmental analysis (soil sampling) has not been completed for this project site.

The Contractor is responsible for estimating any quantities related to excess soils based on the information contained herein and shall bid the work accordingly. The Contractor is also responsible for securing a receiving (re-use) site for the excess soil including all acceptances required.

Should the legislation and requirements change related to Excess Soils, all changes must be adhered to.

ITEM 13 Guaranteed Maintenance

The Contractor shall provide a guarantee for the work performed under this contract for a period of twelve (12) months after the completion as determined by the Municipality of Lambton Shores, henceforth referred to as the period of “Guaranteed Maintenance”. The guarantee shall cover (i) the workmanship and/or quality of any part of the project and/or materials supplied and placed by

the Contractor and (ii) any liability claims arising because of poor or inferior workmanship and/or quality of any part of the project and/or materials supplied and placed by the Contractor. The Contractor shall supply, as part of their bid package, a copy of the warranty (s) that are provided with the good. Include detailed warranty information, with type, conditions, duration and limits. Contractor should also include location of all warranty work.

ITEM 14 Liquidated Damages

The parties acknowledge that if the Contractor fails to complete the work in accordance with the Contract and to the satisfaction of the Contract Administrator within the specified end date, the Municipality will suffer damages including but not limited to additional administrative and management expenses. The parties agree that the Contractor will pay to the Municipality the ongoing contract administration costs for office supervision and field inspection, whether those costs are incurred directly by the Municipality or through a third party, plus an additional sum of Fifty Dollars ($50.00) for each and every calendar day for any work that remains unfinished after the specified completion date.

The amount is the liquidated damages the Municipality will suffer by reason of a delay and not as a penalty. The Municipality may deduct any amount due under this paragraph from any moneys that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable are in addition to an without prejudice of any other remedy, action, or other alternative that may be available to the Municipality.

ITEM 15 Qualifications & Quality Assurance

Prior to the commencement of work, the successful proponent shall submit the following items to the Municipality:

- A list of equipment to be used, such as lifting devices, cranes, machinery
- Proof of approved installer

6.0 Form of Proposal

I/We hereby submit the attached proposal documents to satisfy the requirements as laid out by the Municipality of Lambton Shores, inclusive of Addenda No(s): _____ (as applicable).

I/We agree that we have reviewed and understand the proposal documents and I/We are capable and willing to perform the requirements of the contract and enter into a legal agreement with the Municipality in regard thereto and where the proposal is submitted by a Corporation, it shall be signed by a duly authorized officer of the company. Should the proposal be submitted by a Partnership or Proprietor, it shall be signed by the partners or owner.

I/We agree that this offer shall be irrevocable from the time the proposals are opened and for a period of 120 calendar days.

PROPOSAL SUBMITTED BY: (Please type/print)

NAME OF SIGNING OFFICER(S)/OWNER(S)/PARTNER(S):

_____

FIRM NAME:

_____

ADDRESS:

_____

TELEPHONE: _____ DATE: _____

I/We agree to perform all necessary work in accordance with the proposal documents for the sum, including HST, of

_____

_____ ($ _____)

Domestic Supply Chain Plan Declaration

I/We have completed and attached the Domestic Supply Chain Plan required by this RFP.

I/We certify that the information provided in the Domestic Supply Chain Plan is accurate and complete to the best of our knowledge.

I/We acknowledge that the Municipality may rely on the Domestic Supply Chain Procurement Directive.

I/We acknowledge that inaccurate, misleading, or incomplete information in the Domestic Supply Chain Plan may result in the proposal being deemed non-compliant, the Proponent being disqualified, or other remedies available to the Municipality.

SIGNED AND DELIVERED IN THE PRESENCE OF:

_____ _____

SIGNING OFFICER WITNESS

NOTE: This proposal will be received by the **Community Services Department** on or before 2:00:00 p.m., local time, **December 16, 2026.**

PROPOSALS MUST BE SIGNED AND WITNESSED BY THE PROPONENT <u>PRIOR</u> TO SUBMISSION.

APPENDIX A
Sample Agreement

AGREEMENT

THIS AGREEMENT made as of _____ day of _____, 2026.

BETWEEN:

The Corporation of the Municipality of Lambton Shores
(hereinafter called "the Municipality")
-and-
_____
(hereinafter called "the Contractor"

WHEREAS the Corporation of the Municipality of Lambton Shores is desirous that certain Works should be completed, viz. Request for Tender XXXX-XX – XXXXXXXX and has accepted the Submission by the Contractor for the completion of such Works,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to. For greater certainty, the definitions set out in the Request for Tender related to the Municipal Buy Ontario Procurement Directive, including the definitions for Canadian-Made Good, Canadian Service, Domestic Supply Chain Plan, Ontario-Made Good, Ontario Service, and Total Tendered Price, shall apply to this Agreement.

2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

    a. Form of Agreement
    b. Addenda
    c. Standard Specifications
    d. Form of Tender
    e. Domestic Supply Chain Plan
    f. Supplemental General Conditions of Contract
    g. General Conditions of Contract
    h. Information to Bidders

3) In consideration of the payments to be made by the Municipality of Lambton Shores to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Municipality of Lambton Shores to complete the works in conformity in all aspects with the provisions of the Contract.

4) The Contractor shall perform the Work in a manner that is materially consistent with the Domestic Supply Chain Plan submitted as part of its Tender. The Contractor

SAMPLE

shall not substitute major goods, suppliers, subcontractors, service providers, or service delivery locations identified in the Domestic Supply Chain Plan without the prior written approval of the Municipality. Where a substitution is requested, the Contractor shall provide sufficient information to allow the Municipality to determine whether the substitution affects the Ontario-made goods, Ontario services, Canadian-made goods, or Canadian services identified in the Domestic Supply Chain Plan. The Municipality may refuse a substitution where, in the Municipality's opinion, the substitution would materially reduce the Ontario or Canadian content relied upon during the evaluation of the Tender.

5) The Municipality of Lambton Shores hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment by the Engineer, and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the Contractor under this Contract, against the Municipality of Lambton Shores or Engineer or his/her designate.

6) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

)
) _____
)
) I/We have the authority to bind the
) corporation
) Per:
)
) _____
)
) **Municipality of Lambton Shores**
)
) I/We have the authority to bind the
) corporation
) Per:
)
) _____
)
)
) _____
)

SAMPLE

Appendix B – Domestic Supply Chain Plan
MUST BE INCLUDED IN TENDER SUBMISSION

Table A – Major Goods

Item	Major Good	Manufacturer / Supplier	Place of Manufacture or Origin	Estimated Value	Ontario-Made Good? Yes/No	Canadian-Made Good? Yes/No
1	Play Structure			$		
2	Structural posts, frames and supports			$		
3	Foundations and anchoring system			$		
4	Swings and swing frames			$		
5	Standalone play equipment			$		
6	Accessible and inclusive play components			$		
7	Engineered wood fibre surfacing			$		
8	Edging			$		
9	Geotextile, drainage and sub-base materials			$		
10	Other: _____			$		

Table B – Major Services

Item	Service	Service Provider	Location Where Service Will Be Performed	Estimated Value	Ontario Service? Yes/No	Canadian Service? Yes/No
1	Inspections and commissioning			$		
2	Training if required			$		

3	Warranty service			$		
4	Engineering, if required			$		

Table C – Summary

Description	Estimated Value
Total value of Ontario-Made Goods	$
Total value of Ontario Services	$
Total value of Ontario-Made Goods and Ontario Services	$
Total value of Canadian-Made Goods, excluding Ontario-Made Goods	$
Total value of Canadian Services, excluding Ontario Services	$
Total Tendered Price, excluding HST	$

Certification

The Proponent certifies that the information provided in this Domestic Supply Chain Plan is accurate and complete to the best of its knowledge.

The Proponent acknowledges that the Municipality may rely on this information for evaluation purposes and for compliance with the Municipal Buy Ontario Procurement Directive.

Name of Proponent: _____

Authorized Signing Officer: _____

Title: _____

Signature: _____ Date: _____

APPENDIX C
Existing Site – 9997 Port Franks Road, Port Franks ON



Existing Playground Equipment









