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SECTION 1 – SPECIFICATIONS AND REQUIREMENTS FOR DELIVERABLES

1.0 Tender Summary

- 1.1 Proposals are requested for the Renovations of the existing playgrounds at Albion Early Learning and Childcare Centre located at 1545 Albion Road, Toronto all in accordance with the provisions and specifications contained in this Request for Tender and the City of Toronto's Procurement Policies and the City of Toronto Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry.

The Playground Renovation at Albion Early Learning and Child Care Centre aims to provide outdoor play and learning environments that promote children's health through active and exploratory outdoor play with attention given to injury prevention and safety.

The Albion Early Learning and Child Care Centre and parts of the existing playgrounds will remain open and operational during the construction. As such the construction will need to be phased to allow playgrounds to be partially occupied and operational during the construction. Albion Early Learning and Child Care Centre's business hours are 7 am to 6 pm Monday to Friday.

The scope of work includes the renovation of Two (2) Toddlers playgrounds (Base Bid) and One Infant Playground (Alternate Price) .The drawings and specifications shown for the Infant Playground as Alternate Price only and not included in the base bid.

Without limiting the intent and specific works described in the drawings and specifications, a general overview of the construction elements is as follows:

New construction elements:

Two (2) Toddler Playground (Base Bid)

- Supply and Installation of new fencing on the north side and partial west side and east side by the main entrance; posts with large gates
- Construction of new stroller storage on the east side (front entrance)
- Supply and installation of new sand box and new shade structure / pergola
- Supply and installation of 1 new retractable awnings
- Construction of New surface: pour in place rubber
- Supply and installation of 2 new storage sheds
- Supply and installation 4 new planters
- Construction of new concrete walkway

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- Supply and planting of shrubs and perennial planting

One (1) Infant Playground (Alternate Price)

- Supply and Installation of new fencing on the partial west side ; posts with large gates
- Demolition and construction of new door to existing building storage room
- Supply and installation of new hose bib
- Supply and installation of 1 new retractable awnings
- Construction of New surface: pour in place rubber

2.0 Scope of Work - General Requirements

- 2.1. It is the Contractor's responsibility to provide all labour, material, equipment and supervision to complete the Work outlined in the provided Specifications and Drawings, taking into account all site conditions, noise restrictions, work area restrictions, protection requirements, accessibility restrictions, etc. No extras will be entertained for inconveniences after the award of this Contract.
- 2.2. Prior to mobilization to site, produce a pre-construction report and photographic survey of the existing site – exterior only, capturing the pre-construction condition of the site and any existing damages in the work area and its vicinity.
- 2.3. Coordination with the Consultant, various City divisions/group stakeholders including, but not limited to, AMU Project Manager, TELCCS Supervisor, etc., for the full duration of the project.
- 2.4. Mobilize on site all plant, tools, equipment, materials, access methods, and labour required to carry out all work as per the drawings, specifications and general intent of the work.
- 2.5. Perform site and equipment clean-up daily at the end of every work day, for the duration of the project, including cleaning of all installed components, walkways, sidewalks and pedestrian surfaces. If Contractor's daily cleaning is deemed not acceptable to the Consultant/Owner, the City will perform cleaning and back-charge Contractor for costs incurred.
- 2.6. The installation/construction and maintenance of hoardings (if and where necessary), screens, temporary fencing, other dust and site protection devices, construction signage, temporary structures, lighting, and signage, etc. as necessary to delineate the work areas from publicly accessible areas and safely protect adjacent areas/people/building components not in the work areas, and to minimize/mitigate the risk of excessive dust/debris penetration into other areas. Include any necessary designs or review/assessment (by Professional Engineers) as required to carry out the work safely.

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The Owner has the right to request additional measures (at the Contractor's own cost) if the existing measures are deemed not satisfactory or unsafe.

- 2.7. Maintain all existing emergency exits and fire egress paths from the building at all times, unless prior approval is granted by all necessary authorities. If approvals are given, provide written proof to confirm approvals prior to temporarily blocking any egress paths.
- 2.8. As required, furnish and install any temporary heating, ventilation, access equipment, etc., to perform the work, for the duration of the project. The General Contractor is allowed to use the buildings water and power supply sources. The contractor shall be responsible in tapping and maintaining their connection. The method of connection shall be safe and secure.
- 2.9. Apply, pay for and coordinate any and all federal, provincial, and municipal permits and inspections required by the work (such as, but not limited to, ESA inspections, Building inspections, hydro-electric permits, street occupation permit, sidewalk/road closure permits, etc.) with the exception of the Building Permit and Application to Injure or Remove trees, which will be paid directly by the City (if required). Obtain all necessary approvals prior to proceeding with the work.
- 2.10. Allow for downtime for intermittent Consultant/Owner, and testing/inspection agency access and review. Notify the Consultant at least 48 hours in advance of any required inspection and/or review.
- 2.11. Reinstatement of any finishes temporarily removed or damaged as required to perform the work. Protect and maintain all finishes incorporated into the final work.
- 2.12. Repair of all areas damaged by the construction activities, specifically the Contractor shall repair the damages resulting from the construction to the satisfaction of the Consultant/Owner.
- 2.13. Prior to close-out and handover, allow for one (1) training session with Operations staff and other stakeholders. If individual systems are provided, a training session must be held for each individual system.
- 2.14. Any interruption to building utilities and services (water, hydro, electricity, gas, lighting, etc.) shall be after the Centre's business hours, with a prior notice of seven (7) calendar days and approval of the Owner
- 2.15. Extra work incurred as a result of inclement weather shall not be considered a valid reason for additional payment or delay in the completion of project.
- 2.16. The General Contractor will be responsible to provide the necessary provisions to complete the required work as per Schedule. If the work has been delayed during the colder months, the City will not incur additional costs for heating and thawing equipment.
- 2.17. Attend meetings at the site or other locations within the City of Toronto (during regular business hours), tentatively scheduled bi-weekly, for the full project duration (meeting frequency may change at the discretion of the City Project Manager). Include pre-

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construction meetings, progress meetings, and all other meeting types. Minutes to be taken by the Consultant. Each meeting will last between one (1) to two (2) hours, and the successful bidder's (General Contractor's) Project Manager and Site Supervisor must attend. Ensure adequate representation by all necessary trades and/or major subcontractors and suppliers (as required) for work in progress to ensure meetings are productive and decisions can be made immediately at that meeting. Ensure representatives in attendance have required authority to commit Contractor to actions agreed upon. Assign same persons to attend such meetings throughout the project.

- 2.18. Upon mobilization to site, the Contractor must produce daily site reports and submit to the City Project Manager at the end of every work week. The format of the report must be satisfactory to the City project Manager and must include the following information:
- Start time of work
 - End time of work
 - Weather condition on site (Temperature, wind, sun, rain, snow, ice, etc.)
 - Project personnel and trades present on site, including number of workers
 - A brief description of daily activities and work underway
 - Work progress and status
 - Any issues encountered during construction

3.0 Specifications

- 3.1. Refer to **Appendix "3A" and "3B"** for drawings and specifications for the renovation of Playground for Albion Early Learning and Child Care Centre
- 3.2. In case of any discrepancy between the different sections of the tender call document or the tender call document and drawings or specifications, the more stringent provision shall apply.
- 3.3. The Specifications and Drawings are to be read in conjunction with each other. Discrepancies between drawings and specifications, or between individual specification sections or drawings themselves, must be identified during the bidding process in accordance with the Tender Process Terms & Conditions and Deadline for Questions. If not identified during the bidding process, the most stringent requirement shall apply and the City will not entertain any claims for additional costs related to such discrepancies.
- 3.4. Specifications and Drawings are complementary and items mentioned or indicated on one may not be mentioned or indicated on the others, but are intended to be included in the work. The Contractor is ultimately responsible for organizing divisions of labour and supply of materials essential to complete the work in its entirety. No claims for additional fees will be entertained for work specified in at least one section/drawing. Ensure that any subcontractor or trade receive full specifications, drawings, and instructions necessary to proceed with the work, and they coordinate and cooperate to ensure their work does not adversely impact other trades or subcontractors.

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- 3.5. Contract Drawings are, in part, diagrammatic, and are intended to convey intent of scope of Work and indicate general and approximate locations and arrangements of Work. They do not show all details, construction types, existing conditions and other information that may exist. Some components (i.e. piping, wiring, etc.) may need to be relocated from the proposed location due to obstructions. Obtain more accurate information about locations, arrangements, etc., from study and co-ordination of the Contract Documents and site conditions prior to submitting a bid. Become familiar with each and every condition affecting these matters before proceeding with the Work. Where construction conditions require reasonable relocations, make such relocations at no additional cost to the Owner, but with notification and approval of the Consultant and Owner.
- 3.6. Notify the Consultant in writing when applicable codes and regulations are at variance with the Contract Documents immediately upon discovery.

4.0 Project Communication and Use of Site

- 4.1. Respond appropriately, with relevant information required, to all correspondences from the City or City Representatives/consultant within 24 hours.
- 4.2. The Contractor's Project Manager assigned to the project will be the main point of contact for all correspondences with the City. The Project Manager must be available by phone or email during business hours. Business hours, for communications purposes, is considered to be 7 am to 5 pm Monday to Friday.
- 4.3. Maintain adequate safety communication signage at all times in accordance with the Ontario Health and Safety Act.
- 4.4. The owner, consultants, City service contractors and authorities having jurisdiction will have access to the work areas at all times.
- 4.5. The Contractor shall have restricted use of the site for the execution of the work. The Contractor shall provide hoarding to clearly delineate all construction areas and allow for the safe ongoing facility operations. Where project related work may cause temporary or partial closure of entrances, exits and egresses to and from the site, alternate routes must be provided by the contractor in coordination with the City facility supervisor and approval from authorities having jurisdiction prior to commencement of closures.
- 4.6. The contractor is fully responsible for protecting all existing utilities and associated components on site from any damage for the duration of the contract.
- 4.7. The contractor is fully responsible for securing the work area and protecting their own equipment and tools for the duration of the contract.

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- 4.8. The Contractor will be permitted to park vehicles on site depending on availability and subject to approval by the City Project Manager.
- 4.9. The Contractor shall provide and maintain adequate washroom facilities for their workers. The Contractor and its workers are not allowed to use the facilities inside the centre.
- 4.10. The contractor shall provide their own waste bins on site. The contractor shall be responsible in maintaining their waste bins.

5.0 Contractor Experience and Qualifications

- 5.1. The Contractor Qualification requirements listed below are Mandatory Requirements. In order to be eligible for evaluation for this project, bidders must meet all mandatory requirements and criteria as contained herein. Bidders that do not meet the mandatory requirements and criteria will not be considered for further evaluation.
- 5.2. Years in Business: Contracting Company shall have a minimum of 8 years in business. Submit proof of registration.
- 5.3. Experience with similar projects: The bidder must have successfully completed a minimum of three (3) playgrounds projects (in the past 5 years) , similar in scope to the project related to this tender call. Each referenced project must demonstrate relevant experience including the following:
- Projects shall have been for public sector owner / client, government, public agency or user group.
 - Projects shall have been institutional projects with a minimum construction value of \$250,000.00 (Before taxes).
 - At least one (1) project shall demonstrate experience working within an occupied facility.
 - At least one (1) project shall demonstrate experience with a Childcare or K-12 Educational project.
 - Projects that show familiarity with materials specified

Submit details, descriptions and references for the three (3) above referenced projects. Refer to Appendix 4.

- 5.4. Key Personnel:

The successful bidder, General Contractor, must assign a dedicated Project Manager and Site Supervisor to this Project. The Project Manager and Site Supervisor must each have a minimum of 5 years of experience as a construction Project Manager or Site Supervisor directly responsible for coordination of trades and have experience in staff/worker supervision and quality control.

The successful bidder must provide an alternate Project Manager or Site Supervisor if the City deems the submitted experience as insufficient for the successful completion of the project.

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The successful bidder (General Contractor) must provide an alternate Project Manager and/or Site Supervisor, if the City Project Manager deems, at his/her sole discretion, the progress or quality of work to be unsatisfactory. The new Project Manager and/or Site Supervisor must be assigned and start work within 2 weeks (14 calendar days) of the City's written request (email).

6.0 Schedules, Times and Work Hours

- 6.1. Weekend and after hours work are permitted with a forty eight (48) hour advance notice and approval from the City, at no extra cost to the contract.
- 6.2. All costs, including any required overtime work and/or additional shifts must be included in the submitted Base Bid Price. No cost claims for additional work, for completing the tendered scope of work within the required timelines, will be entertained.
- 6.3. Within ten (10) days of the contract award (PO Issuance), the City will arrange a kick-off meeting with the Contractor, either on site or at a location within the City of Toronto. The Contractor's Project Manager, assigned to the Project, must attend this meeting and bring the following:
- Notice of project
 - A detailed Work plan and Project Schedule.
 - A detailed Project Cash Flow Forecast (Progress Draw Schedule)
 - Current WSIB Certificate
 - Health and Safety Plan
- 6.4. Submit to the consultant and City project Manager an updated project/construction schedule bi-weekly, twenty fours (24) hours before each bi-weekly progress meeting. All project schedules submitted to the City must be created, developed and updated in MS Project or other similar project management software (acceptable to the City Project Manager), and include all relevant information required by and to the satisfaction of the City Project Manager. Along with the schedule, submit a two week look ahead work plan and schedule, and an updated Progress Draw Schedule.
- 6.5. The Contractor must mobilize to site and commence construction work within fourteen (14) calendar days of award of the Contract (PO issuance). Continuous and progressive operation shall be carried out until the work is completed.
- 6.6. Substantial performance of the work, as stipulated by the Construction Act, is to be achieved within 2 months of the contract award (PO issuance), and the Project/contract must be 100% complete within 4 months of contract award (PO issuance).
- 6.7. The successful bidder must fully complete construction (100% completion), with all inspections successfully completed, close-out and hand over the project to the City within eight (8) months of the award of contract (Issuance of PO).

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- 6.8. Completion dates of the contract may only be extended by written approval from the City Project Manager.
- 6.9. The Contractor is responsible to organize work and the schedule as required to complete the work as noted. Weekend and overnight (after-hours) are permitted with a forty eight (48) advance notice and approval from the City, at no extra cost to the City. No claims for additional costs will be entertained for weekend or after-hours work.
- 6.10. Work hours and all work, particularly noise-generating work, must adhere to existing City by-laws. The Contractor is to keep in mind that Albion Early Learning and Child Care Centre is fully operational during the construction period. Noisy work should be done outside children's sleep hours.
- 6.11. The Contractor will not be entitled to any claims for work stoppages due to noise or other complaints within the prohibited periods of time (i.e., outside of the City by-law). Notwithstanding the above, the Owner also reserves the right to stop any excessively disruptive work at any time and request to have this work completed at a different time, should complaints be raised. No claims for additional costs, related to such stoppages and rescheduling of work, will be entertained. It is the contractor's responsibility to coordinate said work at a time suitable to the owner.
- 6.12. The contractor's site supervisor shall be present on site fulltime during the Contractor's work hours and/or when construction activities are underway.

7.0 Quantity

Quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award will be made.

8.0 Material Safety Data Sheets (MSDS)

The Vendor must provide Material Safety Data Sheets (MSDS) for each item being used on site when requested by the City. The MSDS must be sent electronically to the following email account: csdassetmanagement@toronto.ca, with the corresponding Document # in the following format: "Doc # XXXXXXXXXXX" in the email subject line. Failure to submit all MSDSs to the City within the specified time frame by the City may result in the Vendor being deemed in breach of the Contract.

9.0 Record & As-Built Drawings, And Other Required Submissions

- 9.1. Maintain a complete full-size set record drawings and specifications on site for the duration of the contract.

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9.2. Submit updated red-line drawings, reflecting any deviation from Issued for Construction drawings and specs, when requested by the Consultant or City project Manager, in a timely manner, in PDF formats.

9.3. As part of the close-out documents, the Contractor shall submit three (3) DVDs (or USB thumb drives) and three (3) sets of binders containing operational and maintenance manuals and the following close out documents to the Consultant for review and acceptance before the Certificate of Substantial Performance is issued. The close-out documents shall include but not be limited to:

Building Permit; Record of Building Permit close-out and associated documents; Notice of Project; Complete set of as-built (Red Line) drawings and specifications; Complete set of shop drawings; Complete set of all approved change orders; Project Schedules; All testing and inspection reports; Consultant inspection reports (Mechanical, Electrical, etc.); Inspection certifications by all applicable government agencies (e.g. TSSA, ESA, etc.); Operating and Maintenance manuals; Warranties (from general contractor, as well as suppliers/manufacturers and sub-contractors/sub-trades); Inspection reports (such as Building Inspection, all third party inspections, etc.); Substantial Performance Certificate and Advertisement; Prime Consultant final completion certificate; final completion certificates from any specialty consultants (Mechanical, electrical, etc.); contact list (Design and Construction Teams); pre-construction site condition report & photographic survey.

9.4. Binders are to be letter size and bound in vinyl hard cover. Binder are not to exceed 75 mm in thickness or be more than 2/3 full.

9.5. Each binder must contain a table of contents and the content must be organized into applicable sections, with label tabs, corresponding to the table contents.

9.6. Submissions must comply with a format acceptable to the consultant and City Project Manager and if deemed unacceptable, be revised and resubmitted.

10.0 Warranty

Unless otherwise stated, the equipment and workmanship warranty period shall be two (2) year (minimum) and shall commence from the day of acceptance by the City.

11.0 Parts and Replacement Parts

11.1. At their cost, the Supplier will maintain ample inventory of all common replacement parts required to keep Equipment operational and without delay, including but not limited to; relays, contactors, compressors, motors, controls, refrigerant, fan bearings wheels, etc.

11.2. Replacement Parts

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- a) All replacement parts will be new OEM parts unless approved by the City otherwise.
- b) Parts are obsolete where there is neither OEM nor a third-party manufactured part available.
 - i. Used or reconditioned parts are allowed where the OEM has discontinued production, and there is no newly manufactured substitute part available. The Supplier must inform the City if the substitute part does not meet the OEM specifications.
 - ii. If a defective part or component cannot be refurbished due to obsolescence or unavailability of subcomponents, the whole part or component will be replaced.
- c) The Supplier will alert the City if and when OEM parts required to maintain Equipment are in short supply, nearing obsolescence.
- d) All replacement parts must be approved by the Underwriter Laboratories of Canada (ULC) or the Canadian Standards Association (CSA), and meet applicable electrical and safety regulations.

12.0 Service Vehicle Requirements

The Supplier acknowledges and agrees that:

- 12.1 The Supplier is responsible for ensuring that any employee operating a service vehicle on City property is fully licensed, insured, trained, qualified, and authorized. Where the service vehicle operated is a Supplier provided vehicle; the driver must be named on the Supplier's corporate automotive insurance policy.
- 12.2 The service vehicle driver must have a valid driver's license for the type of vehicle to be operated, and the driver must have their driving license(s) with them at all times while driving.
- 12.3 The service vehicle must have the company name and contact details visible on all the sides and back of the vehicle.
- 12.4 The service vehicle must be in a good state of repair with proper maintenance and without fluid leaks.
- 12.5 The Supplier will not permit any unauthorized personnel to drive or ride in service vehicles.
- 12.6 The Supplier shall not operate service vehicles determined to be unsafe to drive until completing the necessary repairs and corrections.
- 12.7 While at a City property, the service vehicle driver is to act professionally and may not operate the vehicle in any manner which could damage, disable, overburden, or impair the site.

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- 12.8 The service vehicle driver is to avoid double-parking, blocking entrances, and engaging in other traffic violations that may result in fines or unnecessary inconvenience to the general flow of traffic on site.
- 12.9 If the service vehicle is over the registered gross weight of 4500kg, then the Supplier's Commercial Vehicle Operator's Registration (CVOR) on that vehicle must be in good standing.
- 12.10 The service vehicle must comply with the Highway Traffic Act and all other applicable legislation such as the Compulsory Automobile Insurance Act.

SECTION 2 – DEFINITIONS

2.1 Definitions

In addition to the definitions set out in Part 1 - Section 3.14 the following definitions shall apply throughout Part 3 (SPECIFICATIONS AND REQUIREMENTS FOR DELIVERABLES), Part 4 (SUBMISSION FORMS), and Part 5 (PRICING FORM) of this RFQ, unless inconsistent with the subject matter or context.

1. "Diverse Supplier" means any business that is certified by a Supplier Certification Organization to be:
 - 51% or more (majority) owned, managed, and controlled by Indigenous Person or persons belonging to an Equity-seeking Community, or
 - A social purpose enterprise whose primary purpose is to create social, environmental or cultural value and impact, and where 51% or more of the persons who are fulltime equivalent employees or are participating in, or have completed, transitional employment training, experience economic disadvantage.
2. "Equity-seeking Community" means a group that experiences economic disadvantage through discrimination or barriers to equal opportunity. This includes, but is not limited to, women, recent immigrants (10 years or less), racialized minorities, Black Torontonians, persons with a disability including mental health, LGBTQ2S+, vulnerable youth, veterans, and persons with low income.
3. "Indigenous Persons" are original inhabitants of Canada which includes First Nations (status and non-status Indians), Inuit (Aboriginal peoples from Arctic Canada), and Metis (mixed First Nation and European ancestry).
4. "Supplier Certification Organization" means a non-profit organization recognized by the City of Toronto that certifies businesses as Diverse Suppliers by assessing them using established, consistent criteria. Recognized Supplier Certification Organizations include:
 - Canadian Aboriginal and Minority Supplier Council (CAMSC)
 - Canadian Council for Aboriginal Business (CCAB)
 - Canadian Gay and Lesbian Chamber of Commerce (CGLCC)
 - Inclusive Workplace and Supply Council of Canada (IWSCC)
 - Women Business Enterprise (WBE) Canada

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5. AMU" means the Children's Services Division's Asset Management Unit;
6. "AMU Project Manager" means Children's Services Division, Asset Management Unit-Assigned person(s) that manages and supervises the work;

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Drawings

Specifications