



PROJECT: STERLING HALL SCHOOL -
EXPANSION

ADDRESS: 99 Cartwright Avenue
North York, ON

CONTACT: Michael Jonker
Project Manager
mjonker@prismpartners.com

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END OF SECTION

1.0 INVITATION

1.1. Intent

1.1.1 The intent of this bid call is to obtain offers (“Bids”) from interested and qualified parties (“Bidders”) to perform the Work required to complete THE STERLING HALL SCHOOL EXPANSION located at 99 Cartwright Avenue, North York for a Stipulated Price, in accordance with the Contract Documents.

1.1.2 The Qualified Bidders are:

- Aquicon Construction Ltd.
- AREA Construction Inc.
- BDA Inc.
- Collaborative Structures Ltd.
- Dineen Construction (2017) Corp.
- Garritano Brothers Ltd.
- Ira McDonald Construction Ltd.
- PCL Constructors Canada Inc.
- Percon Construction Inc.
- Rutherford Contracting Ltd.

1.2 Bidder Covenant

1.2.1 By submitting a Bid in response to this bid call, the Bidder confirms it has read and agrees to comply with the Bid Documents. No allowance shall be made by Sterling Hall School (SHS) or any of its representatives on behalf of a Bidder for any error, omission or negligence on its part, unless SHS in its sole discretion decides otherwise.

1.2.2 Bidders agree to prepare and submit Bids at their own cost.

1.2.3 SHS shall provide the successful Bidder with a digital copy of the Contract to be signed. Within five (5) working days of the successful Bidder’s receipt of Contract Documents, the successful Bidder shall return the Contract Documents to SHS fully signed, together with other documentation as required in the Contract Documents.

1.2.4 SHS will provide the successful proponent with a Letter of Intent (“LOI”), in order to mobilize to site on August 10, 2026, and erect the necessary hoarding and provide any provisional work required for sequencing the Work, all to be complete by September 1, 2026.

1.3 Bid Call

1.3.1 Bids signed under seal, executed, and dated will be received by SHS’s Project Management firm, PRISM Partners Inc. (“PRISM”):

PRISM Partners Inc.
Attention: Michael Jonker
Email: mjonker@prismpartners.com

before the time for bid closing of 2:00:00 PM local time, on the **4th day of August, 2026** (“Bid Closing Date”).

1.3.2 Bids submitted after the above time for bid closing will not be considered and will be returned to the Bidder unopened.

1.3.3 Bids shall be opened after the above time for bid closing.

- 1.3.4 Amendments to a submitted Bid will be permitted only if received on the bidder's letterhead prior to the above date and time for bid closing and if signed by the same party or parties who signed and sealed the Bid. A Bid amendment shall state the amount to be added to or deducted from the *Bid Price*.
- 1.3.5 All erasures, revisions or corrections to the Bidder's entries on the Bid Form shall be initialed by the Bidder.
- 1.3.6 Bids and amendments to submitted Bids submitted by telephone or electronic mail will not be considered by PRISM (or SHS).

2.0 CONTRACT AND BID DOCUMENTS

2.1 Definition

- 2.1.1 Contract Documents: As defined in the Contract.
- 2.1.2 Bid Documents: Instructions to Bidders, Bid Form, any Bid Form Supplements, other information issued for the benefit of Bidders to prepare and submit a Bid, and Contract Documents.
- 2.1.3 Bid Price: The monetary sum identified by the Bidder in the Bid Form.
- 2.1.4 All capitalized terms, unless otherwise defined, shall have the meanings assigned to them in the General Conditions included in the Contract Documents.

2.2 Enquiries/Clarification Questions & Addenda

- 2.2.1 All enquiries/clarification questions from Bidders regarding the *Bid Documents* must be in writing and submitted no later than 5:00:00 PM on July 20, 2026, to:

PRISM Partners Inc.
Attention: Michael Jonker
Email: mjonker@prismpartners.com

- 2.2.2 Addenda may be issued by PRISM during the bidding period. All addenda become part of the Contract Documents. Include all costs of all addenda in *Bid Price*.
- 2.2.3 PRISM may, by addendum, modify, amend or revise any provision of this Tender, extend the Closing Time, Closing Date or any other scheduled dates relating to this Tender. PRISM and SHS shall not be responsible for any costs related to any delays in the Tender.
- 2.2.4 Verbal responses are only binding when confirmed by written addenda.
- 2.2.5 Information obtained from any other source may be inaccurate and is not binding on PRISM or SHS. Any attempt by a Bidder or any of its employees, agents, contractors or representatives to contact any person other than the PRISM's contact person named above with respect to this Tender will entitle PRISM to disqualify the Bid of such Bidder.
- 2.2.6 Discrepancies between addenda and the original *Bid Documents* will be resolved in favour of the last-submitted addendum.

2.3 Alternatives During Bidding

2.3.1 Unsolicited

- 2.3.1.1 Where the Bid Documents stipulate a particular Product, requests to use unsolicited alternatives made less than seven calendar days before the Bid Closing Date will not be considered by PRISM.
- 2.3.1.2 When a request to use an unsolicited alternative is made, PRISM may, in its sole discretion, approve the unsolicited alternative and in such circumstances will issue an addendum to known Bidders.
- 2.3.1.3 When requesting an alternative to specified Products, the Bidder shall include any changes required in the Work to accommodate such unsolicited alternative. A later claim by the Bidder for an addition to the Contract Price resulting from changes in the Work necessitated by use of unsolicited alternative Products will not be considered.
- 2.3.1.4 Unsolicited alternatives not approved in writing by PRISM prior to the Bid Closing Date shall not be included in the Bid Price.
- 2.3.1.5 Subject to Article 2.3.1.1 above, product or system alternatives proposed by Bidders at the time of bid closing may be considered by PRISM if submitted as an attachment to the Bid Form.
- 2.3.1.6 Requests for unsolicited alternatives submitted with the Bid Form will be evaluated by PRISM and either included in, or excluded from, the Contract. Subject to Article 2.3.1.1 above, PRISM will be the sole judge as to their acceptability.
- 2.3.1.7 Bidders shall provide complete information on revisions to other Work which will be required to accommodate each unsolicited alternative, together with the related dollar amount of all additions to, or reductions from, the Bid Price. The cost of each unsolicited alternative shall be provided net of costs of any other related changes required, so as to incorporate this into the Work.

3.0 SITE ASSESSMENT

3.1 Site Examination

- 3.1.1 Bidders shall carefully examine the Place of the Work, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during the execution of the Work including but not limited to any or all site-specific health and safety, environmental and operational protocols.

- 3.1.2 **A mandatory pre-bid meeting is scheduled for July 16, 2026 at 10:00 a.m. for all Bidders.**

The meeting will be held at:

The Sterling Hall School
99 Cartwright Ave.
North York, ON

- 3.1.3 When a mandatory pre-bid meeting has been scheduled, failure of a Bidder to attend, properly register and remain present for the duration of the pre-bid meeting may result in their Bid being rejected at PRISM's sole discretion.

- 3.1.4 PRISM will not consider claims for additional payments during the execution of the Work, or at all, for extra Work, costs, damages or difficulties encountered resulting from conditions which were either visible or could be reasonably inferred from an examination of the Place of the Work prior to the submission of Bids
- 3.1.5 PRISM reserves the right to call for additional site meetings if attendance is not adequate. All proponents will be notified of any additional meetings.

4.0 CONSTRUCTION PHASING AND SEQUENCING

4.1 Construction Logistic Plan

- 4.1.1 The successful proponent is responsible for a phasing and sequencing plan in order to perform the *Work*, in such a way to not interfere with the operation of the school operations.
- 4.1.2 The costs associated with execution of the phasing and sequencing plan is the sole responsibility of the Bidder and is to be included in the submitted price.
- 4.1.3 Items to consider in the preparation of the phasing and sequencing plan are:
 - 4.1.3.1 Access to student drop-off and pick-up areas;
 - 4.1.3.2 Temporary roadways for student drop-off and pick-up. Roadway is to be in a single direction;
 - 4.1.3.3 Parking for up to 20 staff vehicles;
 - 4.1.3.4 Maintain compliant egress from existing building;
 - 4.1.3.5 No large construction vehicular traffic during drop-off and pick-up times (i.e.: 7:55am – 8:45am and 3:15pm – 4:00pm);
 - 4.1.3.6 Utilize school holidays (see attached schedule); and,
 - 4.1.3.7 All work in the existing school is to be performed after school hours (i.e.: evenings and/or weekends). Bidders are to account for any premium pricing in their submitted price.

4.2 Submission of Logistic Plan

- 4.2.1 The successful proponent will submit the plan as described in Item 4.1 within ten (10) business days following award.
- 4.2.2 The submitted plan will be reviewed by SHS, PRISM and CS&P for approval.

4.3 Construction Schedule

- 4.3.1 Time is of the essence and SHS is seek an expeditious delivery of the project.
- 4.3.2 Submission of Schedule Date
 - 4.3.2.1 Bidders are to provide a *Substantial Performance* date as well as *Ready for Take-Over* date where required on the Bid Form.
- 4.3.3 Bids are evaluated on both price and shortest duration.

5.0 BID ENCLOSURES AND REQUIREMENTS

5.1 Delivery of Bid

- 5.1.1 The Bid Form must be fully completed, signed under seal, dated and submitted in a clear and legible manner. All applicable blank spaces in the Bid Documents must be filled in. All Bid Form Supplements are to be completed and included with the Bid. Bids are to include:
- 5.1.1.1 a bid bond from a duly licensed surety company totalling 10% of the Bid value. Such bid bond shall be in a commercially reasonable form and name SHS as beneficiary;
 - 5.1.1.2 an agreement from a duly licensed surety company to provide final security in the form (as prescribed in the Contract) of a performance bond and a labour and materials payment bond in respect of the Work; in accordance with the Contract (refer to subparagraph GC 11.2 of Supplementary Conditions) each totalling 50% of the value of the Contract. Such agreements or undertakings must be in a commercially reasonable form and name SHS as beneficiary;
- 5.1.2 Bid bonds, bid deposits, agreements to provide a performance bond and a labour and materials payment bond, and written Bidder undertakings deemed commercially unreasonable by PRISM in its sole discretion may render a Bid non-compliant.
- 5.1.3 Submit the following Bid Form Supplements with the Bid Form:
- 5.1.3.1 UNIT PRICES (Item 00 43 22)
 - 5.1.3.2 LIST OF SUBCONTRACTORS (Item 00 43 36)
- 5.1.4 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may, at PRISM's sole discretion, be declared non-compliant.
- 5.1.5 Bids with Bid Forms and Bid Form Supplements which are improperly prepared may, at PRISM's sole discretion, be declared non-compliant.

5.2 Duration of Offer

- 5.2.1 Bids shall be irrevocable and remain open to acceptance for a period of sixty (60) days from the Bid Closing Date.

5.3 Acceptance of Offer

- 5.3.1 Bids will be evaluated on Price (75%) and Schedule (25%). The mathematical formula for the price will be $\text{Lowest Price/Bidder's Price} \times 75$. The schedule will be ranked by the *Ready for Take-Over* date, where the earliest date is full marks and those beyond are reduced by 2 points per week (or part thereof).
- 5.3.2 The lowest or any Bid will not necessarily be accepted.
- 5.3.3 In the event of an identical score, SHS/ PRISM and CS&P will interview the Project Manager and Site Superintendent to make a selection. Interviews will be on **August 6, 2026**, at 10:00am.
- 5.3.4 Notwithstanding anything else contained in the Bid Documents, PRISM and SHS reserve the right to exercise complete and unfettered discretion in all aspects of the conduct of the Bid process, the assessment and evaluation of Bids, including the determination of criteria, the

ranking of Bidders and the selection of a successful Bidder without incurring any liability whatsoever to any Bidder, including any liability for costs, losses or damages and without giving any reasons therefore.

5.3.5 Without limiting the generality of the foregoing, SHS, in its sole and absolute discretion:

5.3.5.1 reserves the right to accept or reject any or all of the Bids;

5.3.5.2 reserves the right to evaluate, accept or reject any Bid, whether or not completed properly and whether or not it contains all required information or is otherwise non-compliant, and SHS (along with PRISM) is not bound to evaluate, accept or reject any Bid;

5.3.5.3 reserves the right to not be bound to explain any decision to the Bidder(s). SHS and PRISM may, at their own discretion, release the name of the successful Bidder.

5.3.6 Bidders expressly waive any right to make any claim against SHS for any matter arising from SHS/PRISM exercising its rights as stated above.

5.3.7 After acceptance by SHS, the successful Bidder will be notified in writing.

5.3.8 The selection of a Bid shall not, by itself, bind SHS in any way unless and until SHS and the successful Bidder have executed the Contract. In the event that the successful Bidder fails to sign, refuses to sign or to commence with the Contract within the time prescribed by SHS/PRISM, or otherwise fails to comply with its obligations under the Bid Documents, SHS shall in its sole discretion be entitled to:

5.3.8.1 cancel the award of the Contract, and award the Contract to another Bidder;

5.3.8.2 claim the Bid bond;

5.3.8.3 not accept any Bid;

5.3.8.4 issue a new Tender.

5.4 Taxes

5.4.1 Unless specifically excluded by the Contract Documents, Bidders shall exclude all applicable government taxes in the Bid Price.

END OF INSTRUCTIONS TO BIDDER

Project/Contract: **STERLING HALL SCHOOL EXPANSION**
99 Cartwright Avenue, North York ON

Name and location of the *Work*

From (Bidder): _____
Company Name

Street address or postal box number

City/town, Province and Postal Code

To (Owner): **STERLING HALL SCHOOL**
99 Cartwright Ave.
North York, Ontario
M6A 1V4

WE, the undersigned, having examined the Bid Documents for the above-named Project/Contract, including addendum number(s) ____ to ____, and having carefully examined the *Place of the Work* and fully informed ourselves of existing conditions, limitations and difficulties that may arise during the execution of the *Work*, hereby offer to perform the *Work* in a sound, careful and workmanlike manner, complete in all respects to the entire satisfaction of SHS, and in accordance with all the terms and conditions of the Bid Documents for the stipulated (base bid) price of:

\$ _____ (in Canadian dollars) plus *Value Added Taxes* of
(Amount in figures)

\$ _____ (in Canadian dollars) for a *Total Stipulated Price* of
(Amount in figures)

\$ _____ (in Canadian dollars) including *Value Added Taxes*.
(Amount in figures)

WE, the undersigned declare that:

- (a) we agree to perform the *Work* within the required completion times specified in the Bid Documents (or if no such times are specified, to attain *Substantial Performance of the Work* before _____, and *Ready for Take-Over* before _____);
- (b) we have arrived at this Bid without collusion with any competitor;
- (c) this Bid is open for acceptance by SHS for a period of sixty (60) days from the Bid Closing Date;

(d) all Bid Form Supplements called for by the Bid Documents form an integral part of this Bid; and

SIGNATURES:
Signed and Submitted by:

Company name

Name and title of authorized signing officer

Signature of authorized signing officer

Name of witness

Signature of Witness

Name and title of authorized signing officer

Signature of authorized signing officer

Name of witness

Signature of Witness

Dated this _____ day of _____, 20____.

PROJECT/CONTRACT: STERLING HALL SCHOOL EXPANSION

NAME OF BIDDER: _____

All unit prices shall be quoted as firm. Estimated quantities shall be verified by the Consultant and adjustments to quantities shall be at the exclusive right of the owner and payment shall be made to reflect the actual quantities at the quoted firm unit rates herein.

The listed unit prices may be used to add or subtract amount of work indicated on the drawings as required at the sole discretion of the owner, and that all unit prices, unless specifically indicated, are for complete work, in place, supplied and installed in accordance with applicable contract requirements and that unit prices listed include all overhead and profit mark-up. Prices listed hereunder do not include HST.

	ITEM OF WORK	UNIT	COST TO DELETE	COST TO ADD
1.	Additional excavation	m ³	\$	\$
2.	Removal of earth from site (assume clean)	m ³	\$	\$
3.	Additional HL3 asphalt placement	m ²	\$	\$
4.	Additional HL8 asphalt placement	m ²	\$	\$
5.	Form and pour additional concrete curb	m	\$	\$
6.	Form and pour additional concrete sidewalk	m ²	\$	\$
7.	Additional Masonry installation:			
a)	90mm	m ²	\$	\$
b)	140mm	m ²	\$	\$
c)	190mm	m ²	\$	\$
8.	Installation of Additional Conduit			
a)	3/4"	m	\$	\$
b)	1/2"	m	\$	\$
c)	1"	m	\$	\$
d)	2"	m	\$	\$
9.	Installation of Exit Sign	each	\$	\$
10.	Installation of Card Reader and Electric Strike	each	\$	\$

This Bid Form Supplement – Unit Prices, is an integral part of the Bid Documents.

Signature _____

Name and Title _____

Date _____

END OF SECTION

PROJECT/CONTRACT: STERLING HALL SCHOOL EXPANSION

NAME OF BIDDER: _____

- .1 This Bid Form Supplement shall form an integral part of the Bid Form.
- .2 No changes to the List of Subcontractors will be allowed without the SHS’s express written permission.
- .3 List each subcontractor by his firm's proper legal designation and indicate whether his business is carried on as an individual, partnership, or limited company.
- .4 The undersigned submits that in proposing the subcontractors named below, he has fully consulted each and has ascertained to his complete satisfaction that those named are acquainted with the extent and nature of the work involved and of the proposed construction schedule, and that they will execute their work to conform to the requirements of the Contract Documents.
- .5 The following are the Subcontractors which the undersigned proposes for the performance of the *Work* inclusive of their price to perform the *Work (Price is excluding Value Added Taxes)*.

Description/Scope of Work	Company Name	Price
General Requirements		
Insurance & Bonding		
Demolition		
Excavation/Backfill (Earthworks)		
Asphalt and Conc. Sidewalks		
Landscape		
Footings/Foundations		
Concrete		
Masonry		
Structural Steel		
Miscellaneous Metals		
Rough Carpentry		
Millwork		
Siding		
Roofing		

Waterproofing		
Roofing		
Insulation		
Doors, Frames and Hardware		
Metal Framing, Acoustics and Drywall		
Resilient Flooring		
Ceramics		
Painting		
Washroom Partitions and Accessories		
Elevator		
Mechanical		
Electrical		
Communications/Security		
Living Wall		
Other		
Other		
Other		
Cash Allowances		
TOTAL	<i>(The total value must be equivalent to that of the Bid Form 00 41 13)</i>	\$ _____

This Bid Form Supplement – List of Subcontractors, is an integral part of the Bid Documents.

Signature _____

Name and Title _____

Date _____

END OF SECTION

SUPPLEMENTARY CONDITIONS (SC)

TO CCDC 2 – 2020 STIPULATED PRICE CONTRACT

PROJECT: STERLING HALL EXPANSION

OWNER: STERLING HALL SCHOOL

SC 1 – GENERAL

These Supplementary Conditions amend and supplement the Canadian Construction Documents Committee (CCDC) 2 – 2020 Stipulated Price Contract. In the event of a conflict between these Supplementary Conditions and the CCDC 2 (2020), these Supplementary Conditions shall govern.

DEFINITIONS

SC 2 – Add the following definitions:

“**Academic Calendar**” means the Owner’s published school schedule, including instructional periods, examinations, holidays, and special events.

“**School Operations**” means all academic, administrative, and extracurricular activities conducted by the Owner.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

SC 3 – Owner Occupancy and School Environment

ADD GC 1.1.12, 1.1.13, and 1.1.14 as follows:

1.1.12 The Contractor acknowledges that the Work will be performed on an occupied school campus.

1.1.13 The Contractor shall:

- Provide a detailed logistics plan, with noted boundaries, for the duration of the construction period
- coordinate the Work to minimize disruption to School Operations;
- restrict noisy, disruptive, or hazardous Work to evenings, weekends, or school holidays, unless otherwise approved in writing by the Owner.

1.1.14 The Contractor shall not interfere with:

- access and egress of students and staff;

- defined areas for onsite student daily drop-off and pick-up
- emergency routes or fire safety systems.

SC 4 - Confidentiality and Photography

ADD as new paragraph GC 1.5 the following:

- 1.5.1 The Contractor shall not photograph or publish images of the school, students or staff, without written consent.

PART 2 ADMINISTRATION OF THE CONTRACT

SC 5 – Defective Work

- 2.4.1 ADD the words “or the *Owner*” immediately following the words “the *Consultant*” in paragraph 2.4.1.

ADD new paragraphs 2.4.1.1, 2.4.1.2, 2.4.1.3 and 2.4.1.4 as follows:

- 2.4.1.1 The *Contractor* shall, at its sole cost and expense and without any change to the *Contract Price*, rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the *Owner* or the *Consultant*.
- 2.4.1.2 When applicable, the Contractor shall give priority to the correction of any defective work or deficiencies which the Owner determines adversely affect its day-to-day operations.
- 2.4.1.3 The Owner further reserves the right to contract out to others uncompleted deficiencies if same have not been completed by the Contractor within a reasonable amount of time, as determined by the Consultant, without prejudice to any other right or remedy and without affecting warranty period.
- 2.4.1.4 Acceptance of the Work by the Owner or Consultant will not release the Contractor from responsibility for correcting deficiencies which have not been identified at the time of drawing up the deficiency list.

- 2.4.3 DELETE paragraph 2.4.3 in its entirety and REPLACE it with the following:

2.4.3 If in the opinion of the Consultant it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Owner may deduct from the amount otherwise due to the Contractor the greater of (i) the difference in value between the work as performed and that called for by the Contract Documents and (ii) the cost to rectify the defective or substandard work. If the Owner and the Contractor do not agree on the difference in value or the cost to rectify the work, they shall refer the matter to the Consultant for determination.

SC 6 – Worker Screening and Conduct

ADD as new paragraphs 2.5.1, 2.5.2, and 2.5.3 the following:

- 2.5.1 The Owner may require police background checks, including Vulnerable Sector Checks, for workers accessing occupied areas.
- 2.5.2 The Contractor shall enforce conduct standards including:
- .1 prohibition on smoking, alcohol, and illegal substances; and,
 - .2 no interaction with students unless expressly authorized.

2.5.3 The Owner may require removal of any worker deemed unsuitable.

PART 3 EXECUTION OF THE WORK

SC 7 – Construction Schedule

3.4.1 DELETE paragraph 3.4.1 in its entirety and REPLACE it with the following:

3.4.1 The Contractor shall:

.1 proceed with and complete the Work in accordance with the construction schedule forming part of the Contract Documents;

.2 provide the appropriate expertise and resources (including, without limitation, personnel and equipment) as are necessary to maintain progress under the construction schedule referred to in paragraph 3.4.1.1 or any successor or revised schedule accepted by the Owner pursuant to this GC 3.4;

.3 monitor the progress of the Work on a bi-weekly basis relative to the construction schedule, reviewed and accepted pursuant to paragraph 3.4.1.1, or any successor or revised schedule accepted in writing by the Owner pursuant to GC 3.4, update the construction schedule on a monthly basis (and provide a copy to the Owner and the Consultant) and advise the Consultant and the Owner in writing of any variation from the construction schedule or slippage in the construction schedule; and

.4 if, after applying the expertise and resources required under paragraph 3.4.1.2, the Contractor forms the view that the slippage in construction schedule reported in paragraph 3.4.1.3 cannot be recovered by the Contractor, it shall, in the same notice provided under paragraph 3.4.1.3, advise the Consultant and the Owner, in writing, if the Contractor intends to apply for an extension of Contract Time as provided in PART 6 - CHANGES IN THE WORK.”

ADD as new paragraph 3.4.2 the following:

3.4.2 If at any time it should appear to the Owner or the Consultant that the actual progress of the Work is behind schedule or is likely to become behind schedule, or if the Contractor has given notice to that effect to the Owner or the Consultant pursuant to 3.4.1.3, the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the construction schedule and shall produce and present to the Owner and the Consultant a recovery plan demonstrating how the Contractor will achieve the recovery of the schedule.

ADD as new paragraph 3.4.3 the following:

3.4.3 It is agreed that in the selection of the Contractor for the Work and the execution of this Contract, the Owner has relied and is entitled to rely upon the Contractor's covenant, representation and warranty that it will attain Ready-for-Takeover and Completion of the Work by the dates set out in Article A-1, paragraph 1.3. The Contractor acknowledges and agrees that it is responsible to marshal its resources and those of the Subcontractors and Suppliers and take all appropriate measures, in each case at the Contractor's sole cost and expense, in a manner which will permit timely attainment of Ready-for-Takeover and Completion of the Work. The Contractor agrees that time is of the essence of this Contract.

SC 8 - Supervision

3.5.1 DELETE the second sentence of paragraph 3.5.1 and REPLACE it with the following:

The Contractor's appointed representative(s) shall not be changed except for valid reasons, and upon the Contractor obtaining the Owner's written consent, which consent will not unreasonably be withheld. If the Owner requests in writing that the appointed representative be changed, the Contractor shall proceed with such change within 10 Working Days of the written notice. The Contractor will provide replacement personnel who have appropriate and necessary qualifications, experience, and capabilities to perform the Work.

ADD as new paragraphs GC 3.5.3 and 3.5.4 the following:

3.5.3 The Contractor shall comply with the Occupational Health and Safety Act (Ontario) and notifications of the Fire Marshall for working within occupied buildings; and all Owner safety policies applicable to a school environment.

3.5.4 The Contractor shall implement enhanced safety measures appropriate for a facility occupied by minors, including:

- .1 secure hoarding and fencing;
- .2 controlled access points;
- .3 supervision of workers at all times.

SC 9 – Cutting and Remedial Work

ADD GC 3.9 – CUTTING AND REMEDIAL WORK and new paragraphs 3.10.1 to 3.10.3 as follows:

3.9.1 The Contractor shall perform the cutting and remedial work required to make the affected parts of the Work come together properly.

3.9.2 The Contractor shall co-ordinate the Work to ensure that the cutting and remedial work is kept to a minimum.

3.9.3 Cutting and remedial work shall be performed by specialists familiar with the Products affected and shall be performed in a manner to neither damage nor endanger the Work.

SC 10 - Cleanup

ADD GC 3.10 – CLEANUP and new paragraphs 3.10.1 to 3.10.3 as follows:

3.10.1 The Contractor shall maintain the Work in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.

3.10.2 As a prerequisite to the achievement of Ready-for-Takeover, the Contractor shall remove waste products and debris, other than that resulting from the work of the Owner, Other Contractors or their employees, and shall leave the Place of the Work clean and suitable for use or occupancy by the Owner. The Contractor shall remove products, tools, Construction Equipment, and Temporary Work not required for the performance of the remaining work.

- 3.10.3 Prior to application for the final payment, the Contractor shall remove any remaining products, tools, Construction Equipment, Temporary Work, and waste products and debris, other than those resulting from the work of the Owner, Other Contractors or their employees.

SC 11 – Noise, Dust, and Vibration Control

ADD GC 3.11 – NOISE, DUST, AND VIBRATION CONTROL and new paragraphs 3.11.1 and 3.11.2 as follows:

3.11.1 The Contractor shall:

- .1 implement dust control measures including barriers and negative air, and
- .2 limit noise and vibration to acceptable levels.
- .3 Identify a milestone date when the project will attain a dust-free environment for attending to final phases of work that will require this

3.11.2 The Owner may direct suspension of Work that interferes with School Operations.

SC 12 – Protection of Existing Buildings

ADD GC 3.12 – PROTECTION OF EXISTING PROPERTY and new paragraphs 3.12.1 and 3.12.2 as follows:

3.12.1 The Contractor shall protect all existing buildings, equipment, utilities, and grounds.

3.12.2 Damage caused by the Contractor shall be promptly repaired at the Contractor's expense. Contractor to provide a visual record of existing conditions at areas of the Work, prior to start up.

SC 13 – Utilities and Systems

ADD GC 3.13 - UTILITIES AND SYSTEMS and new paragraph 3.13.1 as follows:

3.13.1 The Contractor shall not interrupt utilities or systems including electrical service, IT systems, fire alarms and security systems without at least 72 hours written notice and approval from the Owner.

SC 14 – Concealed or Unknown Conditions

ADD the following before the first sentence of paragraph 6.4.1:

The Contractor acknowledges that it shall be deemed to have obtained all necessary information and to have fully satisfied itself as to conditions on-site and as to any risks, contingencies and other circumstances in relation thereto which may influence or affect the Work even if not contained in the Contract Documents, but only to the extent that a competent and careful contractor would have discovered or foreseen such circumstance. No failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance shall entitle the Contractor to an adjustment of the Contract Price or to any extension of the Contract Time.

PART 6 CHANGES IN THE WORK

SC 15 – GC 6.2 Change Orders

Refer to paragraph 6.2.1:

- 6.2.1 Add the words "The Contract Price, including authorized adjustments thereto strictly in accordance with Part 6 herein and the terms of the Contract Documents, is the total amount payable by the Owner to the Contractor for the performance of the Work, including all risks, hazards and difficulties therewith assumed by the Contractor under the Contract and the only permitted Changes hereunder shall be as a direct result of a request from the Owner directing a change to either the quantity or quality of the services or materials in the Work." to the beginning of paragraph 6.2.1; and

Add the words "in accordance with paragraph 6.2.3" immediately following the words "Contract Price, if any," in the third line of paragraph 6.2.1.

Add new paragraphs 6.2.3:

- "6.2.3 Any adjustment to the Contract Price required as a result of a Change Order shall be determined by one of the following methods as agreed to by the Contractor and the Owner:
1. A lump sum (excluding Value Added Taxes) in an amount agreed between the Contractor and the Owner based on an estimate of the actual net increase or decrease in costs to the Contractor resulting from the Change Order, and in the case of an increase in net costs, together with a mark-up on such net cost increase on account of the Contractor's overhead and profit in the amount specified in paragraph 6.2.5. In the event of a net decrease in the costs to the Contractor as a result of Change Order or Change Directive, there shall be no deduction for the Contractor's overhead and profit. Such estimate shall be prepared by the Contractor and reviewed by the Consultant/Owner (as applicable) and shall be substantiated by an itemized cost breakdown calculated in accordance with paragraphs 6.2.4, 6.2.5 and 6.3.7 and satisfactory to the Consultant/Owner (as applicable); or
 2. The actual net increase or decrease in costs to the Contractor resulting from the Change Order together with, in the case of an increase in net costs, a mark-up on such net cost increase on account of the Contractor's overhead and profit in the amount specified in paragraph 6.2.5. In the event of a net decrease in the costs to the Contractor as a result of Change Order, there shall be no deduction for the Contractor's overhead and profit. The net actual increase or decrease in costs shall be calculated in accordance with paragraphs 6.2.4 and 6.2.5 and shall be substantiated by actual invoices. The Contractor shall prepare and submit to the Consultant/Owner (as applicable) proposed pricing for any proposed change in the Work in an acceptable form in accordance with this paragraph 6.2.3 within 15 Working Days after notice of the proposed change is given to the Contractor under paragraph 6.2.1 together with full back up or a detailed cost breakdown."

Add new paragraphs 6.2.4:

- "6.2.4 The actual net cost increase or decrease attributable to a Change Order shall be determined based on the reimbursable costs identified in paragraph 6.2.3 but excluding the Contractor's overhead and profit. For the purposes of this Contract, the term "overhead" shall include the following costs, it being acknowledged that such overhead costs shall not be reimbursable costs under paragraph 6.2.3 but are included in and recovered by the Contractor pursuant to the mark-up permitted in paragraph 6.2.5:
1. the Contractor's head office and site office expenses, including stationary, courier, facsimile and long-distance telephone communications, photocopying and printing, postage and other office supplies and other general office and administrative expenses;
 2. salaries, wages and benefits of the Contractor's head office personnel and of superintendents, non-working foremen, engineers, timekeepers, estimators, accountants, clerks, watchmen and similar personnel employed directly on the Work

and contributions, assessments and taxes for such items as unemployment insurance, provincial health insurance, workers' compensation and Canada Pension Plan based thereon (it being acknowledged that salaries, wages and benefits of labourers and working foremen and contributions, assessments and taxes based thereon are reimbursable costs under paragraphs 6.2 and 6.3);

3. the cost for use of temporary offices, sheds, trailers, etc. including the cost of telephone, electrical power, water, heat and all other utilities supplied thereto or consumed therein; and
4. travel and subsistence expenses for out of town labour if local labour is not available;
5. premiums for insurance or bonds required under the Contract including any extensions thereto, except that in the event the Owner requires the Contractor to obtain any increased insurance coverage or bond, the Owner shall pay the incremental cost thereof;
6. the cost of licenses and permits required by the Contractor in connection with the Work except for the building permit, the cost of which shall be paid by the Owner;
7. printing charges attributable to proposed changes in the Work, Change Orders and Change Directives.
8. Asbuilt drawings; and
9. Warranty.

Add new paragraphs 6.2.5:

"6.2.5 In connection with any adjustment of the Contract Price in accordance with paragraph 6.2.3.1 or 6.2.3.2, the Contractor shall be allowed a mark-up on account of overhead and profit as follows:

1. for work performed by the Contractor (but not its Subcontractors), a total mark-up of not more than 10% for changes \$100,000.00 or less and not more than 5% for changes in excess of \$100,000.00 of the estimated net increase in the cost of such Work as determined in accordance with paragraph 6.2.3.1 and 6.2.3.3;
2. for work performed by a Subcontractor (and excluding any Work performed by the Contractor), a total mark-up by the Contractor of not more than 7% for costs up to \$50,000 and 5% for costs of \$50,000 and above, payable to such Subcontractor for such work, subject to the limitation that this markup shall not be applied to the Subcontractor's mark-up for overhead and profit;
3. The Contractor shall not accept any mark-up by its Subcontractors of more than 10% for changes \$100,000.00 or less or more than 5% for changes in excess of \$100,000.00. The Contractor is not entitled to be paid any amounts by the Owner that are in excess of these thresholds.
4. mark-ups for overhead and profit shall be applied only to the net increase in the cost of all work attributable to a particular Change Order. The net increase in cost shall be the estimated or actual increase in costs attributable to the change less the estimated or actual decrease in costs attributable to the change, in each case determined in accordance with paragraphs 6.2.3 and 6.2.4."

Add new paragraphs 6.2.6:

"6.2.6 In connection with any adjustment of the Contract Price in accordance with paragraph 6.2.3.1 or 6.2.3.2, the Contractor shall not be allowed a mark-up on account of overhead and profit as follows:

1. no mark-up for overhead and profit will be permitted in respect of Value Added Taxes.

2. no mark-up for overhead and profit will be permitted with respect to Unit Prices proposed in the bid submissions, including but not limited to unit prices, labour rates, alternate unit prices, separate unit prices, and itemized pricing; and
3. no mark-up or deduction for overhead and profit will be permitted in respect of a net decrease or credit in the cost of the Work as a result of a Change Order.”

SC 16 – Delays

AMEND GC 6.5 as follows:

ADD the words “any critical-path component of” immediately before the words “the Work” in the first line of paragraph 6.5.1. DELETE the period at the end of paragraph 6.5.1 and substitute with the words “but excluding any consequential, indirect and/or special damages”.

ADD the words “any critical-path component of” immediately before the words “the Work” in the first line of paragraph 6.5.2. DELETE the period at the end of paragraph 6.5.2 and substitute with the words “but excluding any consequential, indirect and/or special damages”.

DELETE paragraph 6.5.3 in its entirety and REPLACE it with the following:

6.5.3 If the Contractor is delayed in the performance of the Work by labour disputes (other than labour disputes resulting from the actions of the Contractor), strikes, lock-outs decreed or recommended for its members by a recognized contractors’ association of which the Contractor is a member or to which the Contractor is otherwise bound), fire (other than fire resulting from the act or omissions of the Contractor), unusual delay by common carriers or unavoidable casualties, abnormally adverse weather conditions (but excluding normally anticipated inclement weather conditions for the Place of Work), or without limit to any of the foregoing, by a cause beyond the Contractor’s control (other than lack of financial resources or one resulting from a default or breach of Contract by the Contractor), then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Owner, Consultant or anyone employed or engaged by them directly. Notwithstanding the extension of time as provided for in this paragraph 6.5.3, the Contractor shall make all commercially reasonable efforts to mitigate any slippage in the construction schedule forming part of the Contract Documents.

ADD a new paragraph 6.5.6 as follows:

6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor’s reasonable control, then the Contractor shall take appropriate steps to cause the actual progress of the Work to conform to the construction schedule and shall produce and present to the Owner and the Consultant a recovery plan demonstrating how the Contractor will achieve the recovery of the construction schedule and the costs of such recovery efforts shall be to the Contractor’s account. To the extent that the Contractor-caused-delay results in the Owner incurring additional costs and expenses and/or a change in the Contract Time, the Contractor shall be liable to the Owner for the Owner’s direct and reasonable costs and damages arising therefrom, including but not limited to, all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant’s services during the period between the date of Ready-for-Takeover stated in Article A-1 herein as the same may be extended through the provision of these General Conditions and any later, actual date of Ready-for-Takeover achieved by the Contractor.

PART 12 READY-FOR-TAKEOVER

SC 17 – Ready-For-Takeover

ADD the following at the end of paragraph 12.1.2:

, provided that any such deferred items will then be deemed to be prerequisites to the achievement of Completion of the Work.

DELETE paragraph 12.1.5 in its entirety and REPLACE it with the following:

12.1.5 Immediately following the confirmation of the date of Ready-for-Takeover, the Contractor, in consultation with the Consultant, shall establish a reasonable date for the achievement of Completion of the Work.

SC 18 Contract Security

ADD GC11.2 – CONTRACT SECURITY and new paragraphs 11.2.1 and 11.2.2 as follows:

11.2.1 The Contractor, prior to commencement of the Work, shall provide to the Owner the following guarantee bonds:

- (a) a labour and material bond in an amount equal to not less than 50% of the Contract Price; and
- (b) a performance bond in an amount not less than 50% of the Contract Price. The Contractor will pay the premium for such bonds unless otherwise specified.

11.2.2 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the Place of the Work and shall be acceptable to the Owner. Such bonds shall contain a multiple obligee rider or endorsement in favour of the Owner and any other parties designated by the Owner. All bonds shall be for a term expiring no earlier than 12 months after the date that Ready-for-Takeover is required to be attained pursuant to paragraph 1.3 of Article A-1 of the Agreement and shall be maintained in good standing until such date. In the event of any adjustment in the Contract Price in accordance with paragraph 4.5 of Article A-4 in connection with any Change Order or Change Directive, the Contractor shall arrange for supplementary or replacement bonds to be provided to the Owner in accordance with paragraph 11.2.1 and this 11.2.2 to reflect the adjusted Contract Price or Subcontract price as the case may be. The form of all bonds shall be in accordance with the latest edition of the CCDC approved form of bonds and shall be otherwise acceptable to the Owner.

SC 19 – Early Occupancy by the Owner

DELETE paragraph 12.2.1 in its entirety and REPLACE it with the following:

12.2.1 The Owner, and other users of the Project and their respective agents may take occupancy of a part or the entirety of the Work before Ready-for-Takeover has been attained if in the opinion of the Consultant, such occupation does not prevent or materially interfere with the Contractor's ability to achieve Ready-for-Takeover. Such entry and occupation shall not relieve the Contractor of the Contractor's responsibility to complete the Work in accordance with the provisions of the Contract Documents.

12.2.2 ADD the following at the beginning of paragraph 12.2.2:

Where any such prior approval is required under the laws applicable to the Place of the Work,

DELETE paragraph 12.2.3.3 in its entirety.

DELETE paragraph 12.2.4 in its entirety.

END OF SUPPLEMENTARY CONDITIONS