

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:

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GARRITANO BROS LTD, 881 NELSON STREET, OSHAWA, ONTARIO, L1H 5N7
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Phone 905-576-8642

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 5th 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 undertaking 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 case 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 7, 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