May 28, 2014

Dear [REDACTED],

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: FA/8/2014]

On March 7, 2014, the Department of Fisheries and Aquaculture (DFA) received your request for access to the following records:

Copy of tender package submitted by B&R Enterprises Limited for Project # CCJ11DFA072-New Aquaculture inflow wharf (new wharf reconstruction), Town of Milltown, NL. Closed on January 13, 2014 @ 3:00 pm.

The department is pleased to provide you with partial access to the information that you have requested.

Disclosing some of the details of the severed information could jeopardize the third party’s negotiation of fair prices with all sub-trades, consultants, and suppliers necessary to complete the work. As the tender package contains commercial/technical information, it has been supplied in confidence and is treated as such by the third party. Portions of the attached document have been severed (the provided Bid Bond on page 13 has been removed) in accordance with Sections 27(1)(b), 27(1)(c), and 30(1) as specified in the Access to Information and Protection of Privacy Act (the Act):

**Disclosure harmful to business interests of a third party**

27. (1) The head of a public body shall refuse to disclose to an applicant information that would reveal
   (b) commercial, financial, labour relations, scientific or technical information of a third party, that is supplied, implicitly or explicitly, in confidence and is treated consistently as confidential information by the third party; or
commercial, financial, labour relations, scientific or technical information the
disclosure of which could reasonably be expected to
(i) harm the competitive position of a third party or interfere with the
negotiating position of the third party,
(ii) result in similar information no longer being supplied to the public
body when it is in the public interest that similar information continue to
be supplied,
(iii) result in significant financial loss or gain to any person or
organization, or
(iv) reveal information supplied to, or the report of, an arbitrator,
mediator, labour relations officer or other person or body appointed to
resolve or inquire into a labour relations dispute.

Disclosure harmful to personal privacy

30. (1) The head of a public body shall refuse to disclose personal information to an
applicant where the disclosure would be an unreasonable invasion of a third
party’s personal privacy.

As required by Subsection 7(2) of the Act, we have severed information that is excepted from
disclosure and have provided you with as much information as possible.

Section 43 of the Act provides that you may ask the Information and Privacy Commissioner to
review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial
Division. A request to the Information and Privacy Commissioner shall be made in writing
within 60 days of the date of this letter or within a longer period that may be allowed by the
Commissioner.

The address and contact information of the Information and Privacy Commissioner are as
follows:

Office of the Information and Privacy Commissioner
34 Pippy Place
P. O. Box 13004, Stn. A
St. John's, NL A1B 3V8
Telephone: (709) 729-6309
Facsimile: (709) 729-6500

In the event that you choose to appeal to the Trial Division, you must do so within 30 days of the
date of this letter. Section 60 of the Act sets out the process to be followed when filing such an
appeal.

Please be advised that responsive records will be published following a 72-hour period after the
response is sent electronically to you, or 5 days in the case where records are mailed to you. It is
the goal to have the responsive records posted to the Office of Public Engagement’s website
within 1 business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact Beth Bartlett, ATIPP Coordinator, by phone at (709) 729-3712 or by email at elizabethbartlett@gov.nl.ca.

Sincerely,

[Signature]

David Lewis
Deputy Minister (A)

Attachment
B & R ENTERPRISES LIMITED  
Tel: (709) 673-3338  
P.O. Box 297, Springdale, Newfoundland, A0J 1T0  
Fax: (709) 673-4717

FACSIMILE TRANSMISSION

DATE:                January 13, 2014
COMPANY:             Dept. Transportation & Works
ATTENTION:            Tendering
FAX NUMBER:          729-6729

Number of pages being transmitted including this page 4. If you do not receive all the pages being transmitted, please call the sender at the above number ASAP.

RE: New Aquaculture Inflow Wharf, Milltown, NL
Closing: January 13, 2014 @ 3:00pm

Message: Please see attached amendment to our tender for the above noted project.

FROM: Office Manager  
General Contractors

ATIPPA Section 30

$39,156.60
January 13, 2014

Deputy Minister
c/c Tendering & Contracts
Department of Transportation & Works
Ground Floor, Confederation Building, East Block
P.O. Box 8700
St. John’s, NL
A1B 4J6

RE: New Aquaculture Inflow Wharf (New Wharf Reconstruction) Milltown, NL
Closing: January 13, 2014 @ 3:00pm

Please amend our tender for the above noted project as follows:

Increase Items 2 & 22 as Per attached Unit Price Table.
Decrease Item 20 as Per attached Unit Price Table.

Total Tender Increase $ 400,020.00 hst included.

President
BID AND ACCEPTANCE FORM - APPENDIX C

UNIT PRICE TABLE

1) The unit Price Table designates the Work to which a Unit Price Arrangement applies.

(a) The Price per Unit and the Estimated Total Price must be entered for each item listed.
(b) Work included in each item is as described in the referenced specification section.

<table>
<thead>
<tr>
<th>Item</th>
<th>Reference</th>
<th>Description</th>
<th>Unit of Measurement</th>
<th>Estimated Quantity</th>
<th>Price per Unit</th>
<th>Estimated Total Price</th>
<th>GST/HST Extra</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>02 22 30</td>
<td>Excavating, Trenching and Backfilling - Drainage Channel</td>
<td>m</td>
<td>105</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>02 41 16</td>
<td>Site Work, Demolition and Removal</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>02 66 60</td>
<td>Water Lines</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>02 82 10</td>
<td>Chain Link Fence &amp; Gate</td>
<td>m</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>03 30 00</td>
<td>Cast-in-Place Concrete - Reinforced Concrete Deck (250 mm thick nominal)</td>
<td>m²</td>
<td>250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>03 30 00</td>
<td>Cast-in-Place Concrete - Reinforced Slab On Grade</td>
<td>m²</td>
<td>205</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>13 00 10</td>
<td>Building Construction</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Division 26</td>
<td>Common Work Results Electrical</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>31 17 39</td>
<td>Vehicular W-Beam Guide Rail</td>
<td>m</td>
<td>310</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>31 23 25</td>
<td>Rock &amp; Gravel Fill - Rock Fill</td>
<td>CPM/PM</td>
<td>14000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>31 23 25</td>
<td>Rock and Gravel Fill - Gravel Fill</td>
<td>CPM/PM</td>
<td>1200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>31 36 19</td>
<td>Rock Mattress</td>
<td>CPM/PM</td>
<td>1700</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>31 37 10</td>
<td>Rip-Rap - Filter Stone</td>
<td>CPM/PM</td>
<td>1650</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>31 53 13</td>
<td>Timber Cribwork - Treated Timber Cribwork (Supply and Install)</td>
<td>m³</td>
<td>3300</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>31 53 16</td>
<td>Structural Timber - Treated Dimension Timber</td>
<td>m³</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>31 53 16</td>
<td>Structural Timber - Untreated Dimension Timber</td>
<td>m³</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ATIPPA Section 27(1)(b), ATIPPA Section 27(1)(c)
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>32 11 23</td>
<td>Aggregate Base Course - Granular Base</td>
<td>CMPM</td>
<td>400</td>
</tr>
<tr>
<td>18</td>
<td>32 12 16</td>
<td>Asphalt Paving</td>
<td>m³</td>
<td>3600</td>
</tr>
<tr>
<td>19</td>
<td>32 92 23</td>
<td>Sodding</td>
<td>m²</td>
<td>375</td>
</tr>
<tr>
<td>20</td>
<td>35 20 23</td>
<td>Dredging - Class &quot;A&quot; (Non-PAH Impacted Soil)</td>
<td>CMPM</td>
<td>500</td>
</tr>
<tr>
<td>21</td>
<td>35 20 23</td>
<td>Dredging - Class &quot;B&quot; (Non-PAH Impacted Soil)</td>
<td>CMPM</td>
<td>13900</td>
</tr>
<tr>
<td>22</td>
<td>35 20 23</td>
<td>Dredging - Class &quot;B&quot; (PAH Impacted Soil)</td>
<td>CMPM</td>
<td>650</td>
</tr>
<tr>
<td>23</td>
<td>35 59 29</td>
<td>Mooring Devices - Mooring Rings</td>
<td>Unit</td>
<td>10</td>
</tr>
<tr>
<td>24</td>
<td>35 59 29</td>
<td>Mooring Devices - Mooring Cleats Type &quot;A&quot;</td>
<td>Unit</td>
<td>5</td>
</tr>
</tbody>
</table>

**SUB TOTAL TENDER AMOUNT:** 354,000

**HARMONIZED SALES TAX (HST):** 46,020

**TOTAL TENDER AMOUNT:** 400,020.00

*(Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)*
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for.

New Aquaculture Inflow Wharf
(New Wharf Reconstruction)
Milltown, NL

To: Dept. of Transportation & Works
P.O. Box 8700
St. John’s, NL, A1B 4J6
Attn: Tendering & Contracts

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, (if drawings are not listed in the specifications such a list appears as Appendix "B") all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

Three Million, Five Hundred Fifteen Thousand, Six

Hundred Fifty-Six dollars.

($3,515,656.00) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 10 months from the date of notification of award of contract.

3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders

(a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland or
(b) a certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:

(a) execute the Standard Form of Construction Contract;
(b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
(c) complete substantially all the work included in the contract within the time and under conditions specified.

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix "C") have been correctly computed for the purposes of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.

7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "A". The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.

10. WE hereby acknowledge receipt of the following addenda:

Addendum No. 1

Addendum No. 2 Addendum No. 3

11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: B & R Enterprises Limited

Address: P.O. Box 297 Springdale, NL

Postal Code: A0J 1T0 E-Mail

Ph# (709) 673-3338 Fax# (709) 673-4717

Corporate Seal

Signing Officer

Witnessed by
APPENDIX “A”

Herewith is the list of Sub-contractors referred to in Section 7 of the tender submitted by

B & R Enterprises Limited

to Department Of Transportation & Works for New Aquaculture

Inflow Wharf, Milltown, NL

dated December 6, 2103 and which is an integral part of the above
noted tender.

IF NOT USED, BAR AND INITIAL THE SPACE BELOW.

<table>
<thead>
<tr>
<th>Division/Work</th>
<th>Names and Addresses of Sub-Contractors and Suppliers included in our Tender Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 03300 - Cast-in-Place Concrete (Concrete Supplier)</td>
<td>Hunts Concrete</td>
</tr>
<tr>
<td>Section 03300 - Cast-in-Place Concrete (Concrete Finisher)</td>
<td>21 Duggan Street Grandfalls-Windsor, N. A2A 2K6</td>
</tr>
<tr>
<td>Sections 26 05 00-26 56 19 (Electrician/Electrical Sub-Contractor)</td>
<td>Hunts Concrete</td>
</tr>
<tr>
<td>Section 02 82 12 - Asbestos Abatement (Subcontractor)</td>
<td>21 Duggan St. Grandfalls-Windsor A2A 2K6</td>
</tr>
<tr>
<td>Section 02 82 13 - Lead Paint Removal (Subcontractor)</td>
<td>Pelley Electric 303 Main St. Springdale, NL A0J 1T0</td>
</tr>
<tr>
<td></td>
<td>Belfor Property Restoration 176 Roe Avenue Gander, NL</td>
</tr>
<tr>
<td></td>
<td>Belfor Property Restoration 176 Roe Ave, Gander, NL</td>
</tr>
</tbody>
</table>
APPENDIX "B"

Hereunder is the list of description of drawings referred to in Section I of the tender submitted by ______________________________.

N/A

to ______________________________.

______________________________
dated ______________________________ and which is an integral part of the above noted tender.

IF NOT USED, BAR AND INITIAL THE SPACE BELOW

N/A
**UNIT PRICE TABLE**

1) The unit Price Table designates the Work to which a Unit Price Arrangement applies.
   
   (a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.
   
   (b) Work included in each item is as described in the referenced specification section.

<table>
<thead>
<tr>
<th>Item</th>
<th>Spec Reference</th>
<th>Description</th>
<th>Unit of Measurement</th>
<th>Estimated Quantity</th>
<th>Price per Unit GST/HST Extra</th>
<th>Estimated Total Price GST/HST Extra</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>02 22 30</td>
<td>Excavating, Trenching and Backfilling - Drainage Channel</td>
<td>m</td>
<td>105</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>02 41 16</td>
<td>Site Work, Demolition and Removal</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>02 66 60</td>
<td>Water Lines</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>02 82 10</td>
<td>Chain Link Fence &amp; Gate</td>
<td>m</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>03 30 00</td>
<td>Cast-in-Place Concrete - Reinforced Concrete Deck (250 mm thick nominal)</td>
<td>m²</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>03 30 00</td>
<td>Cast-in-Place Concrete - Reinforced Slab On Grade</td>
<td>m²</td>
<td>205</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>13 00 10</td>
<td>Building Construction</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Division 26</td>
<td>Common Work Results Electrical</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>31 17 39</td>
<td>Vehicular W-Beam Guide Rail</td>
<td>m</td>
<td>310</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>31 23 25</td>
<td>Rock &amp; Gravel Fill - Rock Fill</td>
<td>CMPM</td>
<td>14000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>31 23 25</td>
<td>Rock and Gravel Fill - Gravel Fill</td>
<td>CMPM</td>
<td>1200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>31 36 19</td>
<td>Rock Mattress</td>
<td>CMPM</td>
<td>1700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>31 37 10</td>
<td>Rip-Rap - Filter Stone</td>
<td>CMPM</td>
<td>1650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>31 53 13</td>
<td>Timber Cribwork - Treated Timber Cribwork (Supply and Install)</td>
<td>m³</td>
<td>3300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>31 53 16</td>
<td>Structural Timber - Treated Dimension Timber</td>
<td>m³</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>31 53 16</td>
<td>Structural Timber - Untreated Dimension Timber</td>
<td>m³</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Description</strong></td>
<td>Unit</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>-----------------------------------------------------</td>
<td>------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>32 11 23</td>
<td>Aggregate Base Course - Granular Base</td>
<td>CMPM</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>32 12 16</td>
<td>Asphalt Paving</td>
<td>m²</td>
<td>3600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>32 92 23</td>
<td>Sodding</td>
<td>m²</td>
<td>375</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>35 20 23</td>
<td>Dredging - Class &quot;A&quot; (Non-PAH Impacted Soil)</td>
<td>CMPM</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>35 20 23</td>
<td>Dredging - Class &quot;B&quot; (Non-PAH Impacted Soil)</td>
<td>CMPM</td>
<td>13900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>35 20 23</td>
<td>Dredging - Class &quot;B&quot; (PAH Impacted Soil)</td>
<td>CMPM</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>35 59 29</td>
<td>Mooring Devices - Mooring Rings</td>
<td>Unit</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>35 59 29</td>
<td>Mooring Devices - Mooring Cleats Type “A”</td>
<td>Unit</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUB TOTAL TENDER AMOUNT:** $3,111,200.00

**HARMONIZED SALES TAX (HST):** $404,456

**TOTAL TENDER AMOUNT:** $3,515,656.00

(Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)
New Aquaculture Inflow Wharf  
(New Wharf Reconstruction)  
Milltown, NL

Familiarization with Site – Mandatory Site Visit  
(REF: Section 01 10 10 General Instructions - Part 1.5 ; Addendum #1)

CONFIRMATION OF SITE VISIT

We, the undersigned, acknowledge the requirements stipulated in Section 01 10 10 – Part 1.5 and the revisions contained in Addendum #1 regarding the Mandatory site visit to be conducted within the allotted tendering period.

Our firm conducted a site visit at the proposed New Aquaculture Inflow Wharf Site in Milltown, NL, on December 7, 2013.

The following representatives from the firm were present during the site visit: (Please Print)

1) 
2) 
3) 
4) 
5) 
6)

This form shall be submitted with the Tender Form upon submission of bid. Failure to do so will result in a disqualified bid.

Signature of Tenderer

Firm Name: B & R Enterprises Limited
Address: P.O. Box 297 Springdale, NL
Postal Code: A0j 1T0
Ph #: (709) 673-3338

E-Mail: [REDACTED]@msn.com
Fax #: (709) 673-4717

Project # CC11DFA072