Dear [REDACTED]

RE: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File TW/047/2013)

On November 14, 2013, the Department of Transportation and Works received your request for access to the following records:

[REDACTED] submitted a tender bid on the following project: "OH & S Office Renovation, 3rd Floor, Public Building, Grand Falls, NL". Pursuant to Section 8 of the Access to Information and Protection of Privacy Act, [REDACTED] requests to be provided with all information pertaining to the tenders received on the project, including a copy of each tender, and any and all amendments made to the tenders prior to closing and all documentation relating to the decision [REDACTED]

Bluebird Investments Ltd. was the only other tender received for this project and I am pleased to inform you that your request for access to these records has been granted in part. The following will outline the information enclosed:

p. 1  Award Letter to successful bidder  
p. 2  Assessment Construction Tender  
p. 3  Report After Public Tender Call  
p. 4-10  Original Tender Submission from successful bidder  
p. 11-12  Amended Tender Submission from successful bidder  
p. 13  Fax from successful bidder  
p. 14-19  Original Tender Submission from second bidder  
p. 20  Amended Tender Submission from second bidder

Access to personal information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

.../2
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.

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 is as follows:

Mr. Ed Ring, Commissioner
Office of the Information and Privacy Commissioner
2nd Floor, 34 Pippy Place
P.O. Box 13004, Stn. A
St. John’s, NL
A1B 3V8
Telephone: (709) 729-6309 Facsimile: (709) 729-6500
Email: commissioner@oipc.nl.ca

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 five 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 one 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 the undersigned at 729-3676.

Sincerely,

[Signature]

BRENT MEADE
Deputy Minister

Enclosure
Bluebird Investments Ltd.
12 Duggan Street
P. O. Box 382
Grand Falls-Windsor, NL
A2A 2J8

Dear Sir:

Re: #311105034 - O H & S Office Renovation (3rd Floor), Public Building, Grand Falls-Windsor, NL

I am pleased to inform you that your tender for the above noted project in the amount of $159,330.00 (HST Included) has been accepted. You are advised that Government is subject to the Harmonized Sales Tax and HST must be added to each billing as a line item. (HST Registration #R107442683).

Please have the following documents as outlined in the specifications forwarded to the Manager of Tendering and Contracts, Department of Transportation & Works, at the address below.

- A completed certificate of insurance (enclosed).
- 3 signed copies of the Agreement Between Owner & Contractor (enclosed).
- A performance security and a labour & materials security.
- A letter of good standing under the Certificate of Recognition Program from the Newfoundland & Labrador Construction Safety Association.
- A letter of good standing from the Workplace Health & Safety Compensation Commission.

Your bid security will be retained until these documents are received. No work is to start and payments will not be made until the above noted documents are received at Tendering and Contracts and the approval of the Department's Construction Manager is given. Once the documents have been received, a signed copy of your Agreement Between Owner & Contractor will be forwarded to you. In the meantime, you are to contact the Construction Manager, Jim Ennis, at 256-1198 concerning this project.

Yours truly,

BRENT MEADE
Deputy Minister

cc.
Regional Director
Construction Manager
Director O H & S
Financial Operations
1. **PROJECT SCOPE:** Provide a brief outline of the scope of the project. 
   
2. **COMPLETION OF TENDER FORM:**
   - Is the tender properly completed, signed and sealed? ☑ Yes ☐ No
   - Were all addendum acknowledged on the tender form? ☑ Yes ☐ No ☑ N/A

3. **TENDER LEGISLATION:**
   - Is contractor low bidder? ☑ Yes ☐ No (Explain)

4. **CONTRACTOR EVALUATION & SCHEDULING:** Contact with contractor to discuss project and scheduling.

5. **COST COMPARISON:**
   - Tender Price: $141,000.00
   - Pretender Estimate: $115,000.00
   - Provide explanation if tender price differs from estimate by more than 10%.

6. **PROJECT BUDGET BREAKDOWN:**

<table>
<thead>
<tr>
<th></th>
<th>Previous Years</th>
<th>Current Year</th>
<th>Future Years</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>141,000.00</td>
<td>141,000.00</td>
<td></td>
<td>141,000.00</td>
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<tr>
<td>Design</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Contingency</td>
<td>15,000.00</td>
<td></td>
<td></td>
<td>15,000.00</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Project Budget</td>
<td>156,000.00</td>
<td>156,000.00</td>
<td></td>
<td>156,000.00</td>
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<tr>
<td>FY Budget</td>
<td>175,000.00</td>
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<tr>
<td>Variance</td>
<td></td>
<td></td>
<td></td>
<td>19,000.00</td>
</tr>
</tbody>
</table>

**Explanation:**

---

**Jim Ennis**

Recommended By: Jim Ennis

Date: 2013/10/16

**Bowden, Keith**

Approved By: Bowden, Keith

Date: 2013/10/23
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
Department of Transportation and Works

REPORT AFTER PUBLIC TENDER CALL

TENDER #: 8014          DOCKET #: 
TENDER CLOSING DATE & TIME: 2013/10/10 3:00:00PM

TENDER DESCRIPTION: OH&S Office Renovation (3rd Floor), Public Building, Grand Falls - Windsor, NL

PROJECT #: 311105034

NUMBER OF TENDERS RECEIVED: 2

CHAIRMAN: Paul Crotty

SCHEDULE OF TENDERS

<table>
<thead>
<tr>
<th>NAME AND ADDRESS</th>
<th>Base Bid</th>
<th>HST</th>
<th>Tender Total</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLUEBIRD INVESTMENTS LTD. , 12 Duggan Street, P.O. Box 382, Grand Falls-Windsor, NL, A2A2J8</td>
<td>$141,000.00</td>
<td>$18,330.00</td>
<td>$159,330.00</td>
<td>49806413 Bid Bond</td>
</tr>
<tr>
<td>LSG CONSTRUCTION , 2 Carr Crescent, P.O. Box 285, Gander, NL, A1V1W6</td>
<td>$142,000.00</td>
<td>$18,460.00</td>
<td>$160,460.00</td>
<td>69-6391-00023-13 Bid Bond</td>
</tr>
</tbody>
</table>

TRANSPORTATION TENDERS (Only)

PRE-TENDER ESTIMATE OF COST:

<table>
<thead>
<tr>
<th>Base Bid</th>
<th>Materials</th>
<th>Other Charges</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COST:____________________

POST-TENDER ESTIMATE OF COST:

<table>
<thead>
<tr>
<th>Base Bid</th>
<th>Materials</th>
<th>Other Charges</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COST:____________________

ESTIMATED SUBSTANTIAL COMPLETION DATE: 2014/01/15

DESIGN MANAGER: Jim Ennis

CONSTRUCTION MANAGER: Jim Ennis

RECOMMENDED TENDER: BLUEBIRD INVESTMENTS LTD.

AMOUNT Less HST: $ 141,000.00

TENDER ANALYSIS COMPLETED & RECOMMENDED BY: Jim Ennis

REVIEWED BY:____________________

CONTRACT AWARD: Bowden, Keith

(Approved By) 2013/10/23 (Date)

REMARKS:
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

$200,000.00

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 tender documents.

2. The Work will be substantially performed within 2 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 licenced 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 30 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 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.

7. 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.

8. 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.

9. WE hereby acknowledge receipt of the following addenda:

Addendum No.
Addendum No.

10. 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
BLUEBIRD INVESTMENTS LTD.
P.O. Box 382
Grand Falls-Windsor, NL A2A 2J8
Ph: 489-5403

Firm Name: BLUEBIRD INVESTMENTS LTD.
Address: P.O. Box 382

Postal Code: E-Mail

Ph: 709-489-5403
Fax: 709-489-4414

Section 30(1)
Signing Officer

Corporate Seal

Section 30(1)
Witnessed by

Re-Issued September 2008
APPENDIX "A"

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

_____________________________________________________

_____________________________________________________

_____________________________________________________

to

_____________________________________________________

dated

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

IF NOT USED, BAR AND INITIAL THE SPACE BELOW.

_____________________________________________________

Division/Work

Names and Addresses of Sub-Contractors and Suppliers included in our Tender Price

Section 30(1)
APPENDIX "B"

Hereunder is the list of description of drawings referred to in Section 1 of the tender submitted by

- 
- 
- 
- 
- 
- 
- 
- 
- 

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

IF NOT USED, BAR AND INITIAL THE SPACE BELOW

Section 30(1)
### APPENDIX "C"
#### TENDER PRICE TABLE

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Base Tender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C2 Separate Prices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 (no separate prices applicable to this tender)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Separate Prices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C3 Unit Prices</td>
<td>Quantity</td>
<td>Unit Price ($)</td>
</tr>
<tr>
<td>1 (no unit prices applicable to this tender)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Unit Prices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C4 Cash Allowances</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>1 Supply &amp; installation of sound suppression system on 2nd &amp; 3rd floor by owner designated company.</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>2 Remove &amp; dispose of any unused wiring and conduit &amp; upgrade any code deficient items.</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Subtotal Cash Allowances</td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>C5 SubTotal Tender Prices</td>
<td>(Sum of Sections C1-C4)</td>
<td></td>
</tr>
<tr>
<td>C6 Harmonized Sales Tax (HST)</td>
<td>(Multiply Section C5 by 13%)</td>
<td></td>
</tr>
<tr>
<td>C7 TOTAL TENDER AMOUNT</td>
<td>(Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender Form)</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
3. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.
BID BOND

No. 4980(64)13 Bond Amount $10% of Tender Price

BLUEBIRD INVESTMENTS LIMITED as Principal, hereinafter called the Principal, and AVIVA INSURANCE COMPANY OF CANADA a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND & LABRADOR AS REPRESENTED BY THE MINISTER OF TRANSPORTATION & WORKS as Obligee, hereinafter called the Obligee, in the amount of Ten Percent of Tender Price $00/100 Dollars ($10% of Tender Price) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 10th day of October, in the year 2013

for PROJECT #311105034 OFFICE RENOVATIONS GRAND FALLS-WINDSOR PUBLIC BUILDING, GRAND FALLS-WINDSOR, NL.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee’s bid documents, or, if no time period is specified in the Obligee’s bid documents, within Sixty (60) days from the closing date as specified in the Obligee’s bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 4th day of October, in the year 2013.

SIGNED and SEALED

in the presence of

BLUEBIRD INVESTMENTS LIMITED

AVIVA INSURANCE COMPANY OF CANADA

CCDC 220 - 2002

Copyright 2002

Canadian Construction Documents Committee

(A CCDC 220 - 2002 has been approved by the Surety Association of Canada)
Fax Message

To: Department of Transportation & Works  
Attention: Tendering & Contracts

Date: October 10, 2013
Number of Pages (including this one): 2

Subject: Project No. 311105034
Office Renovation, Grand Falls-Windsor Public Building - G.F.W.

PLEASE AMEND OUR TENDER PRICE AS FOLLOWS:

DECREASE – $40,670.00

THE FOLLOWING APPENDIX ARE ENCLOSED:

Appendix C

$159,330.00

WE ACKNOWLEDGE RECEIPT OF ADDENDA #

If you do not receive all the pages or if there is any problem PLEASE CALL 709-489-5403.
## APPENDIX "C"
### TENDER PRICE TABLE

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Base Tender</td>
<td>126,000.00</td>
</tr>
<tr>
<td>C2</td>
<td>Separate Prices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(no separate prices applicable to this tender)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Separate Prices</td>
<td></td>
</tr>
<tr>
<td>C3</td>
<td>Unit Prices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(no unit prices applicable to this tender)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Unit Prices</td>
<td></td>
</tr>
<tr>
<td>C4</td>
<td>Cash Allowances</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply &amp; installation of sound suppression system on 2nd &amp; 3rd floor by owner designated company.</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td>Remove &amp; dispose of any unused wiring and conduit &amp; upgrade any code deficient items.</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>Subtotal Cash Allowances</td>
<td>15,000</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices (Sum of Sections C1-C4)</td>
<td>141,000.00</td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST) (Multiply Section C5 by 13%)</td>
<td>18,330.00</td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT</td>
<td>159,330.00</td>
</tr>
</tbody>
</table>

**Notes:**
1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
3. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Re-Issued September 2008
Fax Message

To: Dept of Trans & Work
Date: October 10, 2013

Attention: Tending & Contracts

Subject: Project # 1105034
Office Renovation, Grand Falls Public Bldg.
G.F.W.

We acknowledge receipt of addendum #1.

If you do not receive all the pages or if there is any problem PLEASE CALL 709-489-5403.
Newfoundland
Labrador

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for.

Office Renovations
Grand Falls – Windsor Public Building
Grand Falls – Windsor, NL
Project Number: 311105034

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

Gentlemen,

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

Two Hundred Twenty Six Thousand

Dollars

($ 226,000.00 ) 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 tender documents.

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

Re-Issued September 2008
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 licenced 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 30 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 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.**

7. **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.

8. 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.

9. WE hereby acknowledge receipt of the following addenda:

Addendum No. 1
Addendum No.

10. 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: LSG CONSTRUCTION LTD
Address: P.O. BOX 285 GANDER, N.L.
Postal Code: A1V 1W6
Ph # 709-651-3872
Fax # 709-256-2221

E-Mail info@lsgconstructionltd.net

Signing Officer

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

[Names and Addresses of Sub-Contractors and Suppliers included in our Tender Price]

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

IF NOT USED, BAR AND INITIAL THE SPACE BELOW.

Division/Work

Names and Addresses of Sub-Contractors and Suppliers included in our Tender Price

Re-Issued September 2008
Hereunder is the list of description of drawings referred to in Section I of the tender submitted by

- 

- 

to

- 

- 

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

IF NOT USED, BAR AND INITIAL THE SPACE BELOW
## APPENDIX "C"
### TENDER PRICE TABLE

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Base Tender</td>
<td>185,000</td>
</tr>
<tr>
<td>C2</td>
<td>Separate Prices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(no separate prices applicable to this tender)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Separate Prices</td>
<td></td>
</tr>
<tr>
<td>C3</td>
<td>Unit Prices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(no unit prices applicable to this tender)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Unit Prices</td>
<td></td>
</tr>
<tr>
<td>C4</td>
<td>Cash Allowances</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply &amp; installation of sound suppression system on 2nd &amp; 3rd floor by owner designated company.</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td>Remove &amp; dispose of any unused wiring and conduit &amp; upgrade any code deficient items.</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>Subtotal Cash Allowances</td>
<td>15,000</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices</td>
<td>200,000</td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST)</td>
<td>26,000</td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT</td>
<td>226,000</td>
</tr>
</tbody>
</table>

### Notes:
1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
3. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Re-Issued September 2008
October 10th, 2013

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

Re: Office Renovations
Grand Falls Windsor Public Building
Grand Falls-Windsor, NL

Please amend our tender form as follows;
Decrease total tender by $65,540.00

Amend Appendix “C” as follows:

C1 - Base Tender
Decrease by $58,000.00

C5 - Subtotal Tender Prices
Decrease by $58,000.00

C6 - HST
Decrease by $7,540.00

C7 - Total Tender Amount
Decrease by $65,540.00

We acknowledge receipt of Addendums 1.