COR/2019/01119

March 21, 2019

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: TW/033/2019]

On February 21, 2019, the Department of Transportation and Works received your request for access to the following records:

A copy of all tenders including all tender submittals (i.e.: bid breakouts, schedules, subcontractor lists, etc.) for the coleys point primary school. Tendered in December 2018, awarded in February 2019.

I am pleased to inform you that a decision has been made by the Deputy Minister for Transportation and Works to provide access to the requested information.

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Access to the remaining records, and/or 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):

Subsection 35(1)(d) - (1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose (d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

Subsection 39(1)(a)(ii) - (1) The head of a public body shall refuse to disclose to an applicant information (a) that would reveal (ii) commercial, financial, labour relations, scientific or technical information of a third party;

Subsection 39(1)(b) - (1) The head of a public body shall refuse to disclose to an applicant information (b) that is supplied, implicitly or explicitly, in confidence;

Subsection 39(1)(c)(iii) - (1) The head of a public body shall refuse to disclose to an applicant information (c) the disclosure of which could reasonably be expected to (iii) result in undue financial loss or gain to any person, or

Subsection 40(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 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must be made in writing within 15 business 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:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests 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 contact me by telephone at 709-729-5351 or by email at ATTW@gov.nl.ca.

Sincerely,

Angela McIntyre
ATIPP Coordinator
Disclosure harmful to the financial or economic interests of a public body

35. (1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose

(a) trade secrets of a public body or the government of the province;

(b) financial, commercial, scientific or technical information that belongs to a public body or to the government of the province and that has, or is reasonably likely to have, monetary value;

(c) plans that relate to the management of personnel of or the administration of a public body and that have not yet been implemented or made public;

(d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

(e) scientific or technical information obtained through research by an employee of a public body, the disclosure of which could reasonably be expected to deprive the employee of priority of publication;

(f) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the government of the province or a public body, or considerations which relate to those negotiations;

(g) information, the disclosure of which could reasonably be expected to prejudice the financial or economic interest of the government of the province or a public body; or

(h) information, the disclosure of which could reasonably be expected to be injurious to the ability of the government of the province to manage the economy of the province.

(2) The head of a public body shall not refuse to disclose under subsection (1) the results of product or environmental testing carried out by or for that public body, unless the testing was done

(a) for a fee as a service to a person or a group of persons other than the public body; or

(b) for the purpose of developing methods of testing.
Disclosure harmful to business interests of a third party

39. (1) The head of a public body shall refuse to disclose to an applicant information

(a) that would reveal

   (i) trade secrets of a third party, or

   (ii) commercial, financial, labour relations, scientific or technical information of a
        third party;

(b) that is supplied, implicitly or explicitly, in confidence; and
(c) the disclosure of which could reasonably be expected to

   (i) harm significantly the competitive position or interfere significantly 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 undue financial loss or gain to any person, 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.

(2) The head of a public body shall refuse to disclose to an applicant information that
    was obtained on a tax return, gathered for the purpose of determining tax liability or collecting a
    tax, or royalty information submitted on royalty returns, except where that information is non-
    identifying aggregate royalty information.

(3) Subsections (1) and (2) do not apply where

(a) the third party consents to the disclosure; or

(b) the information is in a record that is in the custody or control of the Provincial
    Archives of Newfoundland and Labrador or the archives of a public body and that has
    been in existence for 50 years or more.
Disclosure harmful to personal privacy

40. (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.

(2) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person’s health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party's position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including
(i) personal information that is supplied in support of the application for the
benefit, or

(ii) personal information that relates to eligibility for income and employment
support under the *Income and Employment Support Act* or to the determination of
income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3)
and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public
body, including a graduation ceremony, sporting event, cultural program or club, or
field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable
invasion of personal privacy where the third party whom the information is about has requested
that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of
a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history,
diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except
to the extent that the disclosure is necessary to dispose of the law enforcement matter
or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose
of collecting a tax;

(e) the personal information consists of an individual's bank account information or
credit card information;

(f) the personal information consists of personal recommendations or evaluations,
character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or
(ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21 ;

(b) a decision respecting an extension of time under section 23 ;

(c) a variation of a procedure under section 24 ; or

(d) an estimate of costs or a decision not to waive a cost under section 26 .

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant

FACSIMILE TRANSMISSION
All information redacted on this page has been removed under s. 40(1)

FAX TO: Dept of Transportation & Works  DATE: December 13, 2018
St. John's, NL

ATTENTION: Tendering & Contracts

FAX #: 709-729-6729

FAX FROM: [REDACTED]

RE: Project No. 400949001. Coley's Point Primary School, Eric Dawe Drive, Bay Roberts, NL

TOTAL PAGES TRANSMITTED (INCLUDING THIS ONE): 1

MESSAGE:

Please amend our tender form as follows:

 Paragraph 1: Please reduce our tender price by 4,184,965.00

 Appendix "C":

 Section C1, please reduce by 3,699,100.00
 Section C4.2, please increase by 60,000.00
 Section C4 subtotal, please increase by 60,000.00
 Section C5, please reduce by 3,639,100.00
 Section C6, please reduce by 545,865.00
 Section C7, please reduce by 4,184,965.00

Regards,

[REDACTED]
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for. Coley’s Point Primary School
Eric Dawe Drive, Bay Roberts, NL

Project No. 400949001

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

Twenty Three Million, Sixty Nine Thousand Dollars

($23,069,000.00) 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 20 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 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 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, 2, 3, 4
Addendum No. 5, 6, 7, 8

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: Brook Construction (2007) Inc.
Address: PO Box 882 Corner Brook, NL
Postal Code: A2H 6H6
Ph # 709-634-9705

E-Mail
Fax # 709-634-8063

Signing Officer

Corporate Seal

Witnessed by
APPENDIX "A"

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


To

Department of Transportation & Works

Dated 28 Nov 18 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>
</table>

s. 40(1)
APPENDIX "B"

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

Brook Construction (1902) Inc.

To

Dept. Transportation & Works

Dated 28 Nov 18 and which is an integral part of the above noted tender.

IF NOT USED, BAR AND INITIAL THE SPACE BELOW

s. 40(1)

N/A
## 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>20,000.00</td>
</tr>
<tr>
<td>C2</td>
<td>Separate Prices</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</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>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>N/A</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>1</td>
<td>CIAC</td>
<td>40,000.00</td>
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<tr>
<td>2</td>
<td>Geotechnical Engineering and Materials Testing</td>
<td>20,000.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal Cash Allowances</td>
<td>60,000.00</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices</td>
<td>20,060,000.00</td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST)</td>
<td>3,009,000.00</td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT (Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender Form)</td>
<td>23,069,000.00</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.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipoffice@gov.nl.ca.
Coley's Point Primary School  
Eric Dawe Drive, Bay Roberts, NL  
Project No. 400949001

We would like to reduce our price by Four Million, Fiv$hundred
Fifty Five Thousand, Fiv$hundred Eighty One

$4,555,581.50, including HST.

's 40(1)
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for. Coley's Point Primary School
Eric Dawe Drive, Bay Roberts, NL

Project No. 400949001

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

Twenty three million one hundred and thirty eight thousand dollars

($23,138,000.00) 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 20 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 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 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 subcontracts 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, 2, 3, 4, 5, 6, 7, 8
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: JWS Holdings Limited
Address: 1243 Kenmount Road
Postal Code: A1L 0V8
Ph #: 726-7250

E-Mail: [REDACTED]
Fax #: 726-7263

Signing Officer

Corporate Seal

Signing Officer

Witnessed by
APPENDIX "A"

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


to


dated


which is an integral part of the above noted tender.

IF NOT USED, BAR AND INITIAL AS SHOWN BELOW.


Names and Addresses of Sub-Contractors


Division/Work


Suppliers included in our Tender Price


N/A
APPENDIX "B"

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 INSERT PLACE BELOW

s. 40(1)

NA
## APPENDIX "C"
### TENDER PRICE TABLE
### NEW COLEY’S POINT PRIMARY SCHOOL

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Separate Prices</td>
<td></td>
</tr>
<tr>
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<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
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<td></td>
<td>Subtotal Separate Prices</td>
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<tr>
<td>2</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Unit Prices</td>
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</tr>
<tr>
<td>C4</td>
<td>Cash Allowances</td>
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<td>1</td>
<td>CIAC</td>
<td></td>
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<td>2</td>
<td>Geotechnical and Materials Testing</td>
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<tr>
<td></td>
<td>Subtotal Cash Allowances</td>
<td>$120,000</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices (Sum of Sections C1-C4)</td>
<td>$20,120,000</td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST) (Multiply Section C5 by 15%)</td>
<td></td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT (Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender Form)</td>
<td>$23,138,000</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.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for. Coley’s Point Primary School
2 Eric Dawe Drive, Bay Roberts, NL

Project No. 400949001

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

EIGHTEEN MILLION EIGHT HUNDRED SIXTY THOUSAND

Dollars

($ 18,860,000.00) 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 20 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 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 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 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.
# APPENDIX "C"
## TENDER PRICE TABLE
### NEW COLEY'S POINT PRIMARY SCHOOL

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>C1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C2 Separate Prices</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 N/A</td>
</tr>
<tr>
<td></td>
<td>Subtotal Separate Prices</td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C3 Unit Prices</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 N/A</td>
</tr>
<tr>
<td></td>
<td>Subtotal Unit Prices</td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C4 Cash Allowances</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 CIAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 Geotechnical and Materials Testing</td>
</tr>
<tr>
<td></td>
<td>Subtotal Cash Allowances</td>
<td><strong>$120,000</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C5 SubTotal Tender Prices (Sum of Sections C1-C4)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C6 Harmonized Sales Tax (HST) (Multiply Section C5 by 15%)</td>
</tr>
<tr>
<td></td>
<td>TOTAL TENDER AMOUNT (Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender Form)</td>
<td><strong>18,860,000</strong></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.
9. WE hereby acknowledge receipt of the following addenda:
Addendum No. 1 thru 8
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: Marco Services Limited
Address: 78 O'Leary Avenue, St. John's, NL
Postal Code: A1B 4B8
Ph # 709-754-3737

E-Mail [Redacted]
Fax # 709-754-3715

Signing Officer

Corporate Seal

Witnessed by
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
SURETY'S AGREEMENT TO BOND

WHEREAS

MARCO SERVICES LIMITED

(the "Principal") has submitted a written tender to
Her Majesty the Queen in Right of the Province of Newfoundland and Labrador as Represented by the Minister of Transportation & Works

(the "Obligee") dated December 13, 2018 (the "Tender Date") concerning:
400949001 New Coley's Point Primary School, Bay Roberts, NL

and the condition of this obligation being such that 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 Ninety (90) days from the closing date of the tender.

We, Travelers Insurance Company of Canada (Surety Company), a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a Contract Performance Bond in favour of the Obligee for Fifty Percent of the contract price (50%)
conditioned for the performance of the work described herein and the contract between the Contractor and Obligee.

2. a Labour & Material Payment Bond in favour of the Obligee for Fifty Percent of the contract price (50%)
with respect to the above mentioned project.

Provided, however, this consent shall be null and void unless an application for such bond(s) is delivered to the Surety by the Principal within thirty (30) days following the date the contract is awarded to the Principal or executed by the Principal, whichever is earlier.

SIGNED, SEALED AND DATED November 30, 2018
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for. Coley’s Point Primary School
Eric Dawe Drive, Bay Roberts, NL

Project No. 400949001

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

$19,123,403.58

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 20 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 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 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.

S. 40(1)
9. WE hereby acknowledge receipt of the following addenda:
Addendum No. 1, 2, 3, 4, 5, 6, 7, and 8
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: Olympic Construction Limited
Address: 190 Major's Path, St. John's, NL
Postal Code: A1A 5A1
Ph # 709-576-4335

E-Mail
Fax # 709-576-2007

Signing Officer

Corporate Seal

Witnessed by
APPENDIX "A"

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

__________________________________________
Olympic Construction Limited

to

__________________________________________
Department of Transportation and Works

__________________________________________
dated December 13, 2018 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>
</table>

s. 40(1)
APPENDIX "B"

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

_________________________
Olympic Construction Limited

to 
Department of Transportation and Works

_________________________

dated December 13, 2018 and which is an integral part of the above noted tender.

IF NOT USED, BAR AND INITIAL THE SPACE BELOW

s. 40(1)
## APPENDIX "C"
## TENDER PRICE TABLE
## NEW COLEY'S POINT PRIMARY SCHOOL

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Base Tender</td>
<td>$16,591,046.59</td>
</tr>
<tr>
<td>C2</td>
<td>Separate Prices</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Subtotal Separate Prices</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>C3</td>
<td>Unit Prices</td>
<td>Quantity</td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Subtotal Unit Prices</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>C4</td>
<td>Cash Allowances</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CIAC</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Geotechnical and Materials Testing</td>
<td></td>
</tr>
<tr>
<td>Subtotal Cash Allowances</td>
<td></td>
<td>$120,000.00</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices (Sum of Sections C1-C4)</td>
<td></td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST) (Multiply Section C5 by 15%)</td>
<td></td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT (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.

s. 40(1)
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
To: Transportation & Works
Attention: Tendering & Contracts
Regarding: Coley's Point primary School, Eric Dawe Drive, Bay Roberts, NL
Project No: 400949001
Date: Dec 13, 2018
From: [Redacted]

Revision No: 00

Please reduce our Total Tender Amount by: $3,841,424.

Thank you.
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for. Coley’s Point Primary School
Eric Dawe Drive, Bay Roberts, NL

Project No. 400949001

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

\[\text{Twenty Three Million One Hundred} \quad \text{and Eight Thousand Dollars} \] \[\$23,138,000.00\]
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 20 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.

Re-Issued October 2010
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 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.
WE hereby acknowledge receipt of the following addenda:

Addendum No. 1, 2, 3, 4, 5, 6, 7, 8

Addendum No.

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: **Eastern Contracting Ltd**

Address: **32 Allston St. Mt. Pearl, NL**

Postal Code: **A1N 0A4**

Ph # **722-5428**

E-Mail **admin@easterncontracting.ca**

Fax # **722-1816**

Signer

**Corporate Seal**

Witnessed by
APPENDIX "A"

Herewith 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.

<table>
<thead>
<tr>
<th>Division/Work</th>
<th>Names and Addresses of Sub-Contractors and Suppliers included in our Tender Price</th>
</tr>
</thead>
</table>

s. 40(1)
APPENDIX "B"

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

s. 40(1)
# APPENDIX "C"
## TENDER PRICE TABLE
### NEW COLEY'S POINT PRIMARY SCHOOL

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Base Tender</td>
<td>20,000,000</td>
</tr>
<tr>
<td>C2</td>
<td>Separate Prices</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>subtotal Separate Prices</td>
<td>0</td>
</tr>
<tr>
<td>C3</td>
<td>Unit Prices</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>subtotal Unit Prices</td>
<td>0</td>
</tr>
<tr>
<td>C4</td>
<td>Cash Allowances</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CIAC</td>
<td>$40,000</td>
</tr>
<tr>
<td>2</td>
<td>Geotechnical and Materials Testing</td>
<td>$80,000</td>
</tr>
<tr>
<td></td>
<td>subtotal Cash Allowances</td>
<td>120,000</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices</td>
<td>20,120,000</td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST)</td>
<td>3,018,000</td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT</td>
<td>23,138,000</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.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
TENDER REVISION

Facsimile Message:

Date: December 13, 2018

Company: Department of Transportation & Works
Tendering & Contracts
St. John's, NL

Fax: 709 729-6729

Sender: [Redacted]

Project: Coley's Point Primary School, Eric Dawe Drive, Bay Roberts, NL

Subject: Project #: 400949001 Revision#: 1

NOTE: Each revision Replaces/Voids the previous.

Message:

Please **Decrease** our Total Tender Amount (C7) of Appendix C by $5,559,723.

We have taken into account Addenda: 1, 2, 3, 4, 5, 6, 7 & 8 to the tender.

Please do not hesitate to call if you have any questions or need further clarification.

Sincerely,

[Redacted]
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for. Coley’s Point Primary School
Eric Dawe Drive, Bay Roberts, NL

Project No. 400949001

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

Twenty Five Million Dollars

($) 25,000,000.00

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 20 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 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 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, 2, 3, 4
   Addendum No. 5, 6, 7, 8
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: CAN-AM PLATFORMS $ CONSTRUCTION LTD.
Address: 253 MAIN RD, P.O. BOX 119, SHEARSTOWN, NL
Postal Code: A0A-3Y0
Ph # 709-786-1113
E-Mail [redacted]
Fax # 709-786-1123

Signing Officer

Corporate Seal

[redacted]

Signing Officer

Witnessed by
APPENDIX "A"

Herewith 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.

<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></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX "B"

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
### NEW COLEY'S POINT PRIMARY SCHOOL

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Base Tender</td>
<td>21,619,130.43</td>
</tr>
<tr>
<td>C2</td>
<td>Separate Prices</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</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>1</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>N/A</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>1</td>
<td>CIAC</td>
<td>$40,000</td>
</tr>
<tr>
<td>2</td>
<td>Geotechnical and Materials Testing</td>
<td>$80,000</td>
</tr>
<tr>
<td></td>
<td>Subtotal Cash Allowances</td>
<td>$120,000</td>
</tr>
<tr>
<td>C5</td>
<td>SubTotal Tender Prices</td>
<td>21,739,130.43</td>
</tr>
<tr>
<td>C6</td>
<td>Harmonized Sales Tax (HST)</td>
<td>2,410,869.57</td>
</tr>
<tr>
<td>C7</td>
<td>TOTAL TENDER AMOUNT</td>
<td>25,149,999.99</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.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
SURETY'S AGREEMENT TO BOND

WHEREAS

Can-Am Platforms & Construction Ltd.

(the "Principal") has submitted a written tender to
Her Majesty the Queen in Right of the Province of Newfoundland and Labrador as Represented by the Minister of Transportation & Works

(the "Obligee") dated December 13, 2018 (the "Tender Date") concerning:
CMD # 2758546 - New Coley's Point Primary School, Coley's Point, NL

and the condition of this obligation being such that 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 of the tender.

We, Intact Insurance Company, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a Contract Performance Bond in favour of the Obligee for
   Fifty Percent of the contract price (50%)
conditioned for the performance of the work described herein and the contract between the Contractor and Obligee.

2. a Labour & Material Payment Bond in favour of the Obligee for
   Fifty Percent of the contract price (50%)
with respect to the above mentioned project.

Provided, however, this consent shall be null and void unless an application for such bond(s) is delivered to the Surety by the Principal within thirty (30) days following the date the contract is awarded to the Principal or executed by the Principal, whichever is earlier.

SIGNED, SEALED AND DATED December 10, 2018

Intact Insurance Company

s. 40(1)