

October 3, 2017



Email: [REDACTED]

Dear [REDACTED]

**Re: Request for Access to Information Under Part II  
of the Access to Information and Protection Privacy Act**

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On September 18, 2017, the City of St. John's received your request for access to the following information:

*"Project #2017067 -Bay Bulls Big Pond CP-4. We request the bid validity period which can be found in "Instructions to Bidders" under heading "Acceptance of Tenders." We are also requesting the actual bond that was submitted with this tender. Please note I am not looking for the final bonds that were submitted by the successful contractor for them to go and do the job. I am looking for the bonds that were submitted by the awarded contractor at the time of closing."*

Enclosed is the information you requested. As the provision of the information constitutes full disclosure, we now consider this matter completed and will be closing the file.

If you have any further questions, please feel free to contact the undersigned by telephone at 576-8619 or by e-mail: [kchafe@stjohns.ca](mailto:kchafe@stjohns.ca)

Yours truly,

A handwritten signature in cursive script that reads "Karen Chafe".

Karen Chafe  
ATIPP Coordinator

**ST. JOHN'S**

## 11.0 SUBSTITUTION OF MATERIALS

- (a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the Contractor. Where only one brand name is stated there shall be no substitution.
- (b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:
  - 1. The request for a substitution is made in writing at least seven (7) calendar days prior to the bid date;
  - 2. The request shall clearly define and describe the product for which the substitution is requested;
  - 3. The substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Property Manager/Supervisor shall be in the form of an Addendum to the Specifications issued at least three (3) calendar days prior to the Tender closing date, to all of those Contractors listed as having received a copy of the Contract Documents.

## 12.0 ACCEPTANCE OF TENDER

- (a) The Owner may reject any and all Tenders.
- (b) Tenders shall be irrevocable during the Tender validity period, ninety (90) days from the date of Tender close, and remain in effect and open to acceptance through the issuance of a Letter of Award.
- (c) Upon written acceptance of the Tender within the Tender validity period, the Tender Form becomes part of the Contract Documents and the successful Bidder becomes the Contractor. The Contractor will be required to execute a Contract with the City within **fourteen (14)** calendar days of the date of the Letter of Award.
- (d) The Owner reserves the right to enter into negotiations exclusively with the lowest compliant Bidder, without cancellation of bids or consideration to other Bidders, for the purpose of reducing or modifying the scope of Work when the tendered amount would exceed the Owner's budget. Adjustments in the Tender pricing resulting from agreement on changes to the Work will be reflected in the Letter of Award. Any such negotiations or agreement will not prejudice the Owner's right under the General Terms and Conditions to make additional changes in the Work after award of Tender.



## BID BOND

Bond No: **433,252**

Bond Amount: **10% of tender**

**Tristar Mechanical Limited** as Principal, hereinafter called the Principal, and **Western 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, hereinafter called the Surety, are held and firmly bound unto **City of St. John's** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Dollars (\$10% of tender)** 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 this **July 18, 2017**, for **Bay Bulls Big Pond Water Treatment Plant CP-4 Upgrading**.

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 **ninety (90)** 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 June 27, 2017

SIGNED and SEALED

**Tristar Mechanical Limited**  
Principal

in the presence of :

Wayne Flynn  
Name of Signator for Principal

[Signature]  
Signature

**Western Surety Company**

[Signature]  
Mille Macesic, Attorney-in-Fact

[Signature]



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Canadian Construction Documents Committee

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