

**SCHEDULE A**  
**TENDER SUBMISSION**

**Notice to Bidders:**

**In accordance with IT 4.4, for a tender submission to be valid, Bidder must complete and submit this document. Where tender is submitted on-line, Bidder must upload this complete document.**

**CONTRACT TITLE: Snow Clearing Services at Various Locations on the Avalon**

**Page**

**TENDER1**

Appendix 2 - Letter of Credit.....	4
Appendix 6: Tender Information.....	5
Appendix 9: Permission Letter – Safety Record.....	7
Appendix 10: Schedule of Prices.....	8
Appendix 11: Certificate of Insurance.....	10
Appendix 13 – Bidder Health, Safety & Environment (HSE) Qualification Form.....	11
Appendix 14: Owner’s Identified Hazards and Controls.....	17
Appendix 15 Job Hazard Assessment (JHA) Form.....	19
Appendix 16 Contractor HSE Performance Report.....	25
Appendix 17- Contractor Evaluation Form.....	29
Appendix 18- HSE Work Plan.....	32



relating to a Contract for the Work and Bidder hereby accepts and agrees that all Addenda form part and parcel of the said Contract and agrees that Owner shall not be responsible for any errors or omissions in this Tender.

b) Bidder hereby tenders and offers to enter into the Contract, and to do all of that which is set out in the Contract Documents, on the terms and conditions and under the provisions set out in the Contract Documents, for a total tendered price of \$ 1,135,318.00, at the rates and prices set out in Appendix 10, Schedule of Prices.

c) Bidder agrees to carry out Change Orders if required by Owner, as provided for in the Contract Documents.

d) Bidder encloses herewith

- i. A Tender Bond No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ issued by \_\_\_\_\_ that is licensed to conduct business under the Laws of the Province of Newfoundland and Labrador, subject to being acceptable to Owner, in the form set out in Schedule A - TENDER SUBMISSION Appendix 1 Form of Tender Bond. OR
- ii. A certified cheque in the amount of \$ \_\_\_\_\_ drawn on a Canadian chartered bank payable to Owner, OR
- iii. An irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_ from a Canadian chartered bank substantially in the form set out in Schedule A - TENDER SUBMISSION, Appendix 2, made payable to Owner and with an expiry date ninety (90) days following the date set herein for receipt of Tenders. Drafts drawn upon the Letter of Credit shall be exercised by advice to the Bank of Nova Scotia, Water Street Branch, St. John's, Newfoundland and Labrador, Canada, with all charges payable by Bidder.

which shall be and remain the property of Owner in the event of failure of Bidder to execute the Contract or, if requested by Owner, provide the Performance Security as herein required.

e) Bidder agrees that this Tender is open to acceptance and irrevocable for sixty (60) days and that Owner may, at any time within sixty (60) days from the date and time specified in the Contract Documents for the receipt of Tenders, accept this Tender whether any other Tender has been previously accepted or not.

f) Bidder agrees that within fourteen (14) days of receipt of notification of acceptance of this Tender, it shall provide all deliverable set out in Letter of Award with the time periods noted therein and execute the Contract substantially in the form of the draft.



[ ]

**Appendix 2 - Letter of Credit**

\_\_\_\_\_  
(Bank)

Irrevocable Standby Documentary Credit

\_\_\_\_\_  
(Date)

Ref. No. \_\_\_\_\_

To: NEWFOUNDLAND AND LABRADOR HYDRO  
P.O. Box 12400  
Hydro Place  
St. John's, Newfoundland and Labrador  
Canada A1B 4K7

Pursuant to the request of our customer \_\_\_\_\_ (hereinafter called **Contractor**), we hereby establish an Irrevocable Standby Documentary Credit in your favour, in connection with performance of requirements stipulated in Contract 2021-88412 JW Snow Clearing Services for Various Avalon Locations, issued by you, for a sum not exceeding a total of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ).

All or part of the amount available under this Credit is payable to you on demand upon presentation of your drafts at sight drawn on the Name and address of Bank.

The effective date of this Credit is \_\_\_\_\_. This Credit will expire at our office at \_\_\_\_\_ on \_\_\_\_\_.

All of your drafts drawn under and in compliance with the terms of this Credit will be honoured if duly presented at before-said branch office of the Name and address of Bank. on or before the expiration date notwithstanding any notice that may be given by the Contractor or any other party or person to us not to pay the same.

After the expiration date, we shall not have any further liability to NEWFOUNDLAND AND LABRADOR HYDRO.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Paris, France, Publication No. 500), as amended.

Yours very truly, \_\_\_\_\_  
for \_\_\_\_\_

(Bank)

**BANK's Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Appendix 6: Tender Information**

**(B) Insurance Summary**

Pursuant to SCHEDULE A - INSTRUCTIONS TO BIDDERS and SCHEDULE B Select version of Schedule B., and SCHEDULE C SPECIAL CONDITIONS the following is a list of insurance coverage Bidder proposes to maintain over the life of the Contract:

Bidder to complete insurance summary.

Commercial General Liability Insurance - \$ 5,00,000.00 limit for any one occurrence to cover property damage or loss, bodily injury and loss of life, including Sudden and Accidental Pollution Liability.

Automobile Liability Insurance - \$ 2,000,000.00 limit combined for any one occurrence including personal injury, loss of life or property damage or loss.

**(C) Previous Experience**

Complete the following statement of work Bidder has undertaken during the past five (5) years or is presently engaged in completing similar to that on which it is bidding. (Attach company brochures and other relevant material to fully illustrate the experience, ability, plant and resources to be made available for the Work):

<b>Description of the Work</b>	<b>Client</b>	<b>Location</b>	<b>Completion Date</b>	<b>Value of Completed Work</b>
Snow Clearing & Ice Control 1 year Contract	Newfoundland Hydro	Hydro Place, St.John's	October 2018 - October 31, 2019	\$ 206,000.00
Snow Clearing & Ice Control 2 year Contract	Newfoundland Hydro	Hydro Place, St.John's	October 14, 2016 - October 31, 2018	\$ 481,321.00
Snow Clearing & Ice Control	Memorial University of Newfoundland	Main Campus, St.John's	Ongoing since October 2016	\$ 1, 975,000.00
Snow Clearing & Ice Control	Oceanex Inc.	Terminals 1-3, St.John's Harbour	Ongoing since October 2016	\$ 931,036.00
Construction of New Fuel Tank Dyke & Road Relocate	Newfoundland Hydro	Holyrood Gas Turbine Generating Plant	September 2018 - December 2018	\$ 821,210.00

2018-75630MA

**(D) Work in Progress**

Complete the following statement of work which Bidder is presently engaged in completing and which is similar in character to that described in this Contract.

Description of the Work	Client	Period of Contract	Tendered Value
Snow Clearing & Ice Control, Main Campus, TFM-067-19	Memorial University of Newfoundland	3 years with option of 2 additional years	\$1, 537,837.50
Snow Clearing & Ice Control	Oceanex Inc.	3 years	
Snow Clearing & Ice Control, Multiple Eastern Health Sites, #2019-4664	Eastern Health	2 years with option of 1 additional year	\$ 291,437.00

**Appendix 9: Permission Letter – Safety Record**

To:

Workplace Health, Safety and Compensation Commission  
and to:

Fax: (709) 778-1110

Occupational Health &amp; Safety Branch of Service Newfoundland and Labrador

Fax: (709) 729-3445

Please **PROVIDE** to

Newfoundland and Labrador Hydro

Fax: (709) 737-1795

Attention: Joe Watson, Buyer,  
Supply ChainReference **CONTRACT: 2021-88412 JW**

information concerning our injury statistics and safety record, solely for their use in relation to the above-referenced tender.

Signed by


**(Bidder)**

Rock Construction Company Limited

(Name of **BIDDER**)

P.O. Box 3064

(Address of **BIDDER**)

Paradise, NL

POSTAL CODE: A1L 3W2

TELEPHONE: 709-364-6454

FAX: 709-364-5724

Permission letter for use of

Newfoundland and Labrador Hydro

P.O. Box 12400

Supply Chain Department

4th Level, Hydro Place

St. John's, Newfoundland and Labrador

A1B 4K7

**Appendix 10: Schedule of Prices**

**PREAMBLE**

The unit and lump sum prices in the Schedule of Prices shall be the full inclusive value of the Work described, including all costs and expenses which may be required in and for the construction of the Work, together with all general risks, liabilities and obligations set forth or implied in the Contract Documents on which the Tender is based.

A unit price or lump sum price shall be entered against each item in the Schedule of Prices. If no unit price is entered, then the Tender may be considered as incomplete by Owner.

The quantities stated are only estimates and the unit prices entered in this Schedule of Prices shall apply to the actual quantities required for and measured in the completed Work in accordance with the Specifications.

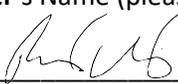
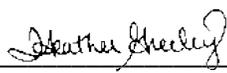
Prices shall exclude the Harmonized Sales Tax (HST), and the applicable HST will be paid as provided for in the Contract Documents.

Bidder shall price every item provided in the Schedule of Prices, including those listed as optional items. Owner will evaluate all Tenders subject to the criteria specified in Clause IT 15 – Evaluation of Tender.

Bidders are required to price optional items. Owner may decide not to proceed with any optional item, in which case those optional items will not be considered in the Tender evaluation.

Dependent upon internal budget restraints, after acceptance of a Tender, Owner, in its sole discretion, may elect to delete any item in the Schedule of Prices and the Contract Price shall be reduced by the amount of the price tendered for such deleted item. Schedule of Prices is posted in electronic format on our website. Contractors are required to submit their offer online and upload this completed Schedule A – Tender Submission.

The electronic Schedule of Prices will form part of the contract.

Rock Construction Company Limited	10459 0401RT0001
<b>Bidder's Name (please print)</b>	<b>(GST/HST Registration Number)</b>
	Robert T Stapleton
Signature of Authorized Representative	Signer's Name (please print)
	President
	Office Held
Dated at <u>St. John's</u> , this <u>4th</u> day of <u>November</u> 20 <u>21</u> .	
	
Witness	
Heather Greeley	

Appendix 10 (continued): Schedule of Equipment Specifications and Contacts

**PURCHASER** can call the following to request snow clearing (24 hr. basis):

Name: Rob Stapleton Telephone: 709-682-4532

Name: Brandon Hornibrook Telephone: 709-765-2596

Name: Robert Stapleton Telephone: 709-682-4531

Name: Dan Clark Telephone: 709-631-9945

**CONTRACTOR's** Address: P.O. Box 3064  
Paradise, NL  
A1L 3W2

Telephone No: 709-364-6454

Fax No.: 709-364-5724

**Appendix 11: Certificate of Insurance**

**Certificate of Insurance Attached**

DELIVER TO: NEWFOUNDLAND AND LABRADOR HYDRO  
 SUPPLY CHAIN, 500 COLUMBUS DRIVE, OR MAIL TO:  
 PO Box 12400, St. John's, NL Canada A1B 4K7, t.709.737.1400 f 709.737.1795 www.nlh.nl.ca

DESCRIPTION & LOCATION OF WORK:		
CONTRACT NO.	AWARD DATE:	VALUE (incl. OWNER-FURNISHED MATERIALS) \$

**INSURER**

NAME:

ADDRESS:

**BROKER**

NAME:

ADDRESS:

**INSURED**

CONTRACTOR'S NAME:

ADDRESS:

**ADDITIONAL INSURED** (Excluding Automobile Liability Policy)

NEWFOUNDLAND AND LABRADOR HYDRO

THIS DOCUMENT CERTIFIES THAT THE FOLLOWING POLICIES OF INSURANCE AND INDICATED COVERAGES ARE AT PRESENT IN FORCE SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS AS CONTAINED THEREIN COVERING THE OPERATIONS OF THE INSURED IN CONNECTION WITH THE ABOVE NOTED CONTRACT MADE BETWEEN THE NAMED INSURED AND NEWFOUNDLAND AND LABRADOR HYDRO

POLICY TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE (Y/M/D)	LIMITS OF LIABILITY
1. <input checked="" type="checkbox"/> Commercial General Liability <b>OR</b> ___ Wrap-up Liability  Including where indicated: ___ Blasting ___ Pile Driving or Caisson Work ___ Removal or Weakening of Support <input checked="" type="checkbox"/> Sudden and Accidental Pollution Liability ___ Forest Fire Fighting Expense (min. \$250,000) ___ Hook/Hoist/Rigging (min. \$ )				MINIMUM \$2,000,000.00
2. ___ Builders' Risk "Broad Form" <b>OR</b> ___ Installation Floater "Broad Form" <b>OR</b> ___ Piers, Wharves & Docks Rider				\$100% OF VALUE
3. <input checked="" type="checkbox"/> Automobile Liability Insurance				MINIMUM \$2,000,000.00
4. ___ Aircraft and/or Watercraft Liability Insurance (If Applicable)				MINIMUM \$1,000,000.00
5. ___ Environmental Impairment Liability				MINIMUM \$2,000,000.00

THE INSURER AGREES TO NOTIFY [Choose LOB], IN WRITING, THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE OF ANY POLICY, EXCEPT IN THE EVENT OF NON-PAYMENT WHERE POLICY CONDITIONS DEALING WITH TERMINATION WILL APPLY.

NAME (print):	SIGNATURE:	DATE
INSURER'S OFFICER OR AUTHORIZED REPRESENTATIVE		TEL. NO.

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF NEWFOUNDLAND AND LABRADOR HYDRO TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES UPON REQUEST.

**Appendix 13 – Bidder Health, Safety & Environment (HSE) Qualification Form**

Nalcor and its subsidiaries (Owner) are committed to providing and maintaining a safe and healthy workplace for its employees, contractors, and the general public. Nalcor recognizes that a qualification process for potential contractors is an important step to ensuring a successful project outcome. This qualification process will assist us in the selection of potential contractors who have the capabilities, capacity, and expertise that will allow them to carry out the work safely. The information provided in this *Health and Safety Qualification Form* will verify minimum health and safety requirements are met by the potential contractor before they will be considered for further evaluation. ***This form is to be completed in its entirety. Failure to answer all questions may lead to the rejection of the bid.***

SECTION 1.0 - GENERAL COMPANY INFORMATION		
<b>Company Name:</b> Rock Construction Company Limited	<b>Company Address:</b> P.O. Box 3064 Paradise, NL A1L 3W2	
<b>Company Contact:</b> Robert T. Stapleton	<b>Telephone:</b> 709-364-6454	<b>Fax:</b> 709-364-5724
<b>Total # of workers employed at your company:</b> 12	<b>Email Address:</b> robertstapleton@rockconstruction.ca	
<b>Company's main activities:</b> Site work, Water and Sanitary Sewer, equipment Rentals, Snow Clearing		
<b>Have you submitted your workers' compensation clearance letter with your bid submission?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Have you included all the applicable insurance documentation with your bid submission?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Companies from NL:</b> <b>Newfoundland Industrial Classification (NIC) Code:</b> Does your NIC code fall between 4011-4499, or 4591 (i.e. construction industry)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Companies from outside NL/Canada:</b> <b>Does your company fall within a construction industry code?</b> (Standard Industrial Classification (SIC), North American Industry Classification System (NAICS), United Standard Products and Services Code (UNSPSC)).	N/A Yes <input type="checkbox"/> No <input type="checkbox"/>	

SECTION 2.0 – OCCUPATIONAL HEALTH AND SAFETY PROGRAM	
SECTION 2.0 (a) COR™ or Certified Safety Management System	
<b>Does your company have a Letter of Good Standing under the Newfoundland and Labrador Construction Safety Association's (NLCSA) Certificate of Recognition (COR™) program? If Yes, please submit a copy of your valid COR™</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

<p><b>certificate and proceed to Section 3.0.</b></p> <p><b>Note:</b> If your COR™ status is ‘in process’ or ‘audit pending’ please complete the Occupational Health and Safety Program Questionnaire (Section 2.0(b)) <b>AND</b> submit a copy of your Occupational Health and Safety Program.</p> <p><b>Note:</b> Out of province companies – if you have a Letter of Good Standing from your provincial Construction Safety Association you must contact the Newfoundland and Labrador Construction Safety Association (NLCSA) to apply for reciprocity (or equivalency) in order to obtain a Letter of Good Standing from the NLCSA.</p>			
<p><b>Does your company follow a recognized Health and Safety Management System or equivalent program? If Yes, please attach a copy of your valid certificate, as applicable, and proceed to Section 3.0.</b></p> <p>If yes, what system or program do you use (e.g. OHSAS 18001)? [                      ]</p> <p>If no, please complete the Occupational Health and Safety Program Questionnaire (Section 2.0(b)) <b>AND</b> submit a copy of your Occupational Health and Safety Program.</p>		<p>Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>N/A</p>	
<p><b>SECTION 2.0 (b) Occupational Health and Safety Program Questionnaire</b></p>			
<p>a) Only companies who <u>do not</u> answer ‘Yes’ to either one of the above questions in Section 2.0 (a) are required to complete this section of the <i>Health and Safety Qualification Form</i> <b>AND</b> submit a copy of their Occupational Health and Safety Program for review <u>with the bid</u>. The information provided in this section will be verified using the submitted Occupational Health and Safety Program. You must achieve at least 80% (i.e. answer ‘Yes’ to at least 32 of the 40 questions) to meet Nalcor’s minimum health and safety program requirements. Companies who do not achieve at least 80% on Section 2.0 (b) will be rejected and will not have their bid proceed for final evaluation.</p> <p><b>Note:</b> Companies who employ less than 10 employees at the workplace are <u>not required</u> to complete this section. Please proceed to Section 3.0.</p>			
Occupational Health and Safety Policy		Yes	No
2.1	Do you have an occupational health and safety policy established in consultation with the worker health and safety representative, or the workplace health and safety designate? <i>OHS Act 1990 (NL) s.36.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Do you have your occupational health and safety policy posted in a prominent place at the workplace? <i>OHS Act 1990 (NL) s.36.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Do you have an occupational health and safety policy signed and dated by the employer/senior management? <i>OHS Regulations 2012 (NL) s.13.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Do you have an occupational health and safety policy stating the employer’s commitment to cooperate with the worker health and safety representative, or the workplace health and safety designate, and workers in the workplace in carrying out their collective responsibility for occupational health and safety? <i>OHS Regulations 2012 (NL) s.13.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.5	Do you have your occupational health and safety policy reviewed and updated at least annually? <i>OHS Regulations 2012 (NL) s.13.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Do you have your occupational health and safety policy outline the respective responsibilities of the employer, supervisors, the worker health and safety representative or the workplace health and safety designate and other workers in carrying out their collective responsibility for occupational health and safety? <i>OHS Regulations 2012 (NL) s.13.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
Hazard Recognition, Evaluation, and Control		Yes	No
2.7	Do supervisors advise workers under his or her supervision of the health or safety hazards that may be met by them in the workplace? <i>OHS Act 1990 (NL) s.5.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.8	Do you have a system for the evaluation and monitoring of the workplace to identify potential hazards and the associated risks? <i>OHS Regulations 2012 (NL) s.12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>

2.9	Do you have procedures for the identification, reporting and control or correction of hazards? <i>OHS Regulations 2012 (NL) s.12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.10	Do you have procedures for the prompt investigation of hazardous occurrences to determine the cause of the occurrence and the actions necessary to prevent a recurrence? <i>OHS Regulations 2012 (NL) s.12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.11	Do you identify the circumstances where hazards must be reported to the OHS committee and explain these circumstances in a written procedure? <i>OHS Regulations 2012 (NL) s.12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.12	Do you have measures for the accountability of persons responsible for the reporting and correction of hazards? <i>OHS Regulations 2012 (NL) s.12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.13	Do supervisors provide proper written or oral instructions regarding precautions to be taken for the protection of all workers under his or her supervision? <i>OHS Act 1990 (NL) s.5.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.14	Do you have procedures to identify the need for and the preparation of written safe work procedures to implement health and safety practices? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.15	Do you have written work procedures appropriate to the hazards and work activity in the workplace? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.16	Do you have procedures and schedules for regular workplace inspections by management and OHS committee members? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.17	Do you conduct regular inspection of all buildings, excavations, structures, machinery, equipment, work practices and places of employment to ensure that safe working conditions are maintained and that unsafe conditions are remedied without delay? <i>OHS Regulations 2012 (NL) s.18.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.18	Do you require unsafe conditions to be reported as soon as practicable to a supervisor who shall ensure that appropriate action is taken, without delay, to prevent a worker from being injured? <i>OHS Regulations 2012 (NL) s.18.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.19	Do you ensure that each tool, machine, and piece of equipment in the workplace is capable of safely performing the functions for which it is used? <i>OHS Regulations 2012 (NL) s. 88.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.20	Do you ensure that each tool, machine, and piece of equipment in the workplace is selected, used, and operated in accordance with the manufacturer's recommendations and instructions, where available, and safe work practices? <i>OHS Regulations 2012 (NL) s. 88.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.21	Do you have a system to ensure that persons contracted by your company comply with the OHS Act and OHS Regulations, including OHS program requirements? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
Personal Protective Equipment (PPE)		Yes	No
2.22	Do supervisors ensure that a worker under his or her supervision uses or wears protective equipment, devices or other apparel? <i>OHS Act 1990 (NL) s.5.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.23	Do you select and use PPE in accordance with recognized standards (e.g. CSA) and provide effective protection? <i>OHS Regulations 2012 (NL) s. 71</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.24	Do you maintain PPE in good working order and in sanitary condition? <i>OHS Regulations 2012 (NL) s. 71</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.25	Do you ensure that a worker who wears PPE is adequately instructed in the correct use, limitations, and assigned maintenance duties for the equipment to be used? <i>OHS Regulations 2012 (NL) s. 72</i>	<input type="checkbox"/>	<input type="checkbox"/>
Occupational Health		Yes	No
2.26	Do you monitor the use or presence of hazardous substances at the workplace that may be hazardous to the health and safety of workers? <i>OHS Regulations 2012 (NL) s. 42.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.27	Do you ensure that a hazardous substance produced, used, or handled at a workplace is controlled in accordance with the Material Safety Data Sheet (MSDS)/Safety Data Sheet (SDS) or manufacturer's specifications? <i>OHS Regulations 2012 (NL) s. 42.5</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.28	Do you have a plan for the control of biological and chemical substances handled, used, stored, produced or disposed of at the workplace and where appropriate, the monitoring of the work environment to ensure the health and safety of workers and other persons at or near the workplace? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Preparedness		Yes	No

2.29	Do you have an emergency response plan related to the identified hazards associated with the workplace? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
Training and Communication		Yes	No
2.30	Do you provide the information, instruction, training and supervision and facilities that are necessary to ensure the health, safety, and welfare of workers? <i>OHS Act 1990 (NL) s. 5</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.31	Do you have a plan for orienting and training workers and supervisors in workplace and job-specific safe work practices, plans, policies and procedures, that are necessary to eliminate, reduce, or control hazards? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
Occupational Health and Safety (OHS) Committee		Yes	No
2.32	Do you have an OHS committee established to monitor the health, safety and welfare of the workers employed at the workplace? <i>OHS Act 1990 (NL) s. 37</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.33	Do you post the names of committee members in a prominent location at the workplace? <i>OHS Act 1990 (NL) s. 38.7</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.34	Do you hold OHS committee meetings at least once every three (3) months? <i>OHS Act 1990 (NL) s. 40</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.35	Do you have a committee with access to management staff with the authority to resolve health and safety issues and to information about the employer's operations? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.36	Do you have a plan for training OHS committee members? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.37	Do you have provisions for the maintenance of OHS committee membership records and procedural rules? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
Records Management		Yes	No
2.38	Do you maintain records and statistics, including OHS committee minutes, reports of occupational health and safety inspections, and investigations? <i>OHS Regulations 2012 (NL) s. 12.1</i>	<input type="checkbox"/>	<input type="checkbox"/>
Program Review		Yes	No
2.39	Do you have provisions for the establishment, maintenance, and implementation of your occupational health and safety program and review and, where necessary, revise the program at least every three (3) years? <i>OHS Regulations 2012 (NL) s. 12.2</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.40	Do you review and, where necessary, revise the occupational health and safety program where there is a change of circumstances that may affect the health and safety of workers? <i>OHS Regulations 2012 (NL) s. 12.2</i>	<input type="checkbox"/>	<input type="checkbox"/>

<b>SECTION 3.0 – HEALTH AND SAFETY PERFORMANCE</b>			
Companies must achieve a minimum of 18 points (out of a possible 30 points) to meet Nalcor's minimum health and safety performance requirements. Companies who do not achieve a minimum of 18 points on Section 3.0 will be rejected and will not have their bid proceed for final evaluation.			
<b>SECTION 3.0 (a) Workers' Compensation Information</b>			
Please provide your Workplace NL PRIME Experience Result status for the past three (3) years. If it is early in the year and Workplace NL has not yet issued results for the most recently passed year, please provide information for the previous three (3) years.			
Experience Rating	Year 1	Year 2	Year 3
<b>Companies from NL:</b> Workplace NL PRIME Experience Result Status (i.e. Refund, Charge, or Neither)	<input type="checkbox"/> 2018 Refund \$49.29	<input type="checkbox"/> 2019 Charge \$26.96	<input type="checkbox"/> 2020 Charge \$103.25
<b>Companies from outside NL/Canada:</b> Experience Rating (i.e. Refund, Surcharge, Neither) if company is outside of NL with less than two (2) consecutive years previous work experience in NL.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**NOTE:** Please attach a copy of your Workplace NL **Three Year Injury Report** (obtained from the Workplace Health Safety and Compensation Commission), or equivalent from your provincial workers compensation board.

**SECTION 3.0 (b) Injury and Illness Statistics**

Please provide your safety performance record for **past three (3) years and current year to date**. Refer to the definitions listed at the end of this section for guidance on completing this portion of the form, including the calculations for injury frequency rates. For out of province companies, please complete as per your applicable governing workers' compensation board.

Health and Safety Indicators	Current YTD	Year 1	Year 2	Year 3
Exposure Hours	32,211.5	42,729.0	36,555.0	34,060.5
No. Fatalities (FAT)	0	0	0	0
No. Lost Time Injuries (LTI)*	0	2	1	0
No. Medical Aid Injuries (MA)*	0	0	0	0
No. Restricted Work Cases (RWC)*	0	0	0	0
Lost Time Injury Frequency (LTIF)	0	0	0	0
All Injury Frequency (AIF)	0	2	1	0

**NOTE:** All recordable incidents shall be recorded once only within the categories provided and shall be recorded as the highest category reported. For example, a Medical Aid (MA) incident, which also results in a Restricted Work Case (RWC), shall be recorded as a MA only. A MA that subsequently results in a Lost Time Injury (LTI) shall be recorded as a LTI only.

<p><b>Has your company received any OHS orders (including stop-work orders) from the Service NL, OHS Branch or been convicted of an OHS offense (within the past 3 years)?</b></p> <p><b>NOTE:</b> You may be requested to provide a copy of your company's Safety Record or Detailed Company Report for the past 3 years (obtained from Service NL, OHS Branch).</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
---	--

All information received will be treated as strictly private and confidential. No information given will be shared with other parties or reproduced without the express permission of your company.

<p>I certify that the information I have supplied on the form is complete, accurate, and true.</p>	
<p><b>Print name:</b> Robert T. Stapleton</p>	<p><b>Position:</b> President</p>
<p><b>Signature:</b> </p>	<p><b>Telephone Number:</b> 709-364-6454</p>
	<p><b>Date:</b> November 4th, 2021</p>

**Definitions:**

**Exposure Hours:** Exposure to injuries shall be measured by the total number of hours of employment (i.e. the actual straight time and actual overtime hours worked) of all employees for the reporting period (i.e. the twelve months of the calendar year). When actual exposure hours are not available, estimated exposure hours may be used.

**FAT – Fatality:** Any death resulting from an injury/illness regardless of time intervening between injury/illness and death will be reported but no days will be charged to the event.

**LTI – Lost Time Injury:** A work related injury for which an employee requires medical attention and is unable to return to work for his/her next scheduled shift.

**MA – Medical Aid Injuries:** A work related injury for which an employee requires medical attention; however, Feb 2016

he/she is able to return to work for the next scheduled shift.

**RWC – Restricted Work Cases:** When an employee, due to a work-related injury/illness, is medically determined to be unable to perform one or more routine functions or unable to work the normal time period of their pre-injury/illness work day, they are working in a “restricted” capacity. Routine functions are the work activities that employee regularly performs at least once a week.

**Frequency Calculations:** The Industry Standard for injury/ illness reporting is based on 200,000 hours. This base represents the equivalent of 100 employees working 40 hours per week for 50 weeks per year.

**LTIF - Lost Time Injury Frequency:** This Frequency Rate is based on the total number of Lost-Time Injuries or Illnesses, which occurred in the calendar year.

The following formula shall be used:

$$\text{LTIF} = \frac{\text{Number of Lost-Time Injuries} \times 200,000}{\text{Exposure Hours}}$$

**AIF – All Injury Frequency:** This is based on the total number of fatalities and Lost-Time injuries, plus the total number of Medical Aid Injuries which occurred in a calendar year.

The following formula shall be used:

$$\text{AIF} = \frac{(\text{No. of Fatalities} + \text{No. of Lost-Time Injuries} + \text{No. of Medical Aid Injuries}) \times 200,000}{\text{Exposure Hours}}$$

**Appendix 14: Owner’s Identified Hazards and Controls**

Note to Bidders: When completing the Job Hazard Assessment Form - Appendix 14, use this table to help identify the hazards associated with the scope of work and the minimum controls required to eliminate or minimize the hazards. Please note: **This list is not inclusive. It is the contractor’s responsibility to ensure the hazards associated with the scope of work are identified, evaluated, and adequately controlled.**

Hazards	Controls	Responsibility
<input type="checkbox"/> <b>General</b>	<input type="checkbox"/> Prepare Job Safety Analysis (JSA)	
	<input type="checkbox"/> Verify Worker Training and Qualifications	
	<input type="checkbox"/> Personal Protective Equipment	
	<input type="checkbox"/> Complete Notice of Project (if required)	
	<input type="checkbox"/> Emergency Response Plan	
	<input type="checkbox"/> Rescue Plans	
<input type="checkbox"/> <b>Electrical</b>	<input type="checkbox"/> Written Safe Work Procedure	
	<input type="checkbox"/> Work Group Member Training	
	<input type="checkbox"/> Energized Line Permit	
	<input type="checkbox"/> Work Protection Code Permit	
	<input type="checkbox"/> Intrinsically Safe Power Tools	
	<input type="checkbox"/> Ground Fault Circuit Interrupter	
	<input type="checkbox"/> Grounding and Bonding Requirements	
	<input type="checkbox"/> Temporary Power Supply Needs	
	<input type="checkbox"/> Equipment Approval and Certification (e.g. ULC)	
	<input type="checkbox"/> Energization Procedures	
<input type="checkbox"/> <b>Hazardous Materials</b>	<input type="checkbox"/> Transportation of Dangerous Goods	
	<input type="checkbox"/> WHMIS Training	
	<input type="checkbox"/> MSDS/SDS Available on Site	
	<input type="checkbox"/> Workplace/Supplier Labels	
<input type="checkbox"/> <b>Industrial Hygiene</b>	<input type="checkbox"/> Safe Storage, Handling and Disposal	
	<input type="checkbox"/> Asbestos Management and Exposure Control	
	<input type="checkbox"/> Lead Management and Exposure Control	
	<input type="checkbox"/> Silica Management and Exposure Control	
	<input type="checkbox"/> Atmospheric Testing	
	<input type="checkbox"/> Personal Protective Equipment	
	<input type="checkbox"/> Excess Noise and Hearing Protection	
<input type="checkbox"/> <b>Cranes and Rigging</b>	<input type="checkbox"/> Specialized Tools and Equipment	
	<input type="checkbox"/> Crane Certification	
	<input type="checkbox"/> Equipment Pre-Use Inspection	
	<input type="checkbox"/> Written Lift Plan	
	<input type="checkbox"/> Check for Overhead Power Lines	
	<input type="checkbox"/> Qualified Workers (riggers, operators, etc.)	
<input type="checkbox"/> <b>Trenching and Excavation</b>	<input type="checkbox"/> Engineering Lift Plan and Drawing	
	<input type="checkbox"/> Excavation Permit	
	<input type="checkbox"/> Shoring and Sloping	
	<input type="checkbox"/> Underground Utility/Service Locates	

	<input type="checkbox"/> Exit and Entry from Excavation	
	<input type="checkbox"/> Excavation Daily Inspection	
<input type="checkbox"/> Hot Work	<input type="checkbox"/> Hot Work Permit	
	<input type="checkbox"/> Written Safe Work Procedure	
	<input type="checkbox"/> Fire Watch	
<input type="checkbox"/> Traffic	<input type="checkbox"/> Barricades/Signage	
	<input type="checkbox"/> Qualified Workers (e.g. TCP)	
	<input type="checkbox"/> Traffic Control Plan	
<input type="checkbox"/> Confined Spaces	<input type="checkbox"/> Confined Space Entry Permit	
	<input type="checkbox"/> Qualified Workers	
	<input type="checkbox"/> Continuous Atmospheric Testing	
<input type="checkbox"/> Work at Height	<input type="checkbox"/> Fall Protection and Fall Arrest	
	<input type="checkbox"/> Anchor Points Identified and Certified	
	<input type="checkbox"/> Scaffold Inspected and Tagged	
	<input type="checkbox"/> Guardrails	
	<input type="checkbox"/> Secure Tools and Material from Falling	
<input type="checkbox"/> Physical Environment	<input type="checkbox"/> Heat/Cold Stress Prevention	
	<input type="checkbox"/> Adverse Weather Precautions	
	<input type="checkbox"/> Check-in Procedure for Working Alone/In Isolation	
<input type="checkbox"/> Work In, On, or Around Water	<input type="checkbox"/> Dive Plan	
	<input type="checkbox"/> Water Level Flow Information Communicated	
	<input type="checkbox"/> Boating Safety Precautions	
	<input type="checkbox"/> Qualified Workers	
<input type="checkbox"/> Uncontrolled Energy Release	<input type="checkbox"/> LOTO	
	<input type="checkbox"/> Communication	
	<input type="checkbox"/> Written Safe Work Procedures	
<input type="checkbox"/> Other	<input type="checkbox"/>	
	<input type="checkbox"/>	

**Additional Safety Requirements:**

Covid 19 Practices and Procedures (please note this is subject to change to adhere to federal/provincial legislation requirements)

**Nalcor Specific Procedures Required for the Scope of Work:**

**Appendix 15 Job Hazard Assessment (JHA) Form**

Contract/Project Title:	
Contract Manager: Joe Watson	Contract Number: 2021-88412
Description of Work:  Snow Clearing Services - Various Hydro Sites	
Prepared By: Heather Greeley	Date Prepared: October 25, 2021
Reviewed By: Rob Stapleton	Date Reviewed: October 27, 2021

Task/Activity	Hazard(s)	Pre-Control Risk Rating	Control(s)	Post Control Risk Rating	Accountability (Nalcor/Contractor)
Snow Clearing	General	2	Prepare job safety Analysis, Emergency Response Plan	1	Contractor
Snow Clearing	General	5	Verify Worker Training and Qualifications	1	Contractor
Employee Safety on worksite	General/Industrial Hygiene	4	PPE; Specialized Tools and Equipment	2	Contractor
Working in extreme cold temperatures	Physical Environment	9	Adverse weather precautions; Proper Winter clothing; avoid long periods of exposure	3	Contractor
Ice Control- Slips, Trips and Falls	Physical Environment/General	9	Traction footwear; communicate/report/address slippery areas; salting	4	Contractor
Shovelling Snow	Industrial Hygiene	9	Proper shovelling techniques; avoid repetitive movements; take breaks	4	Contractor
Snow Clearing around public and high traffic areas	Physical Environment	12	Be aware/alert/respectful to public during hours of operations; Follow traffic flow;	6	Contractor
" "	" "		ensure area clear of both vehicular and pedestrian traffic before operating equipment; Safe work practices and spotter.		Contractor
Salting with Sander	Equipment	9	Safe procedures for lifting and loading sander; safe techniques around auger	4	Contractor
Overhead Powerlines (trucking of snow)	Power Lines	12	Beware of power lines on the job site; only work in safe areas. Use spotter	6	Contractor
Mobilization of Equipment	Equipment	3	Equipment maintained and in good working order before mobilized to site; pre-inspections	2	Contractor

Employee health & safety on Worksite	General/ Industrial Hygiene/ Covid 19 Response	4	Review Job Hazard Assessment & Emergency Plan; PPE; Specialized tools and Equipment; COVID 19 Procedures; Nalcor Orientation	2	Contractor/Nalcor
--------------------------------------	--	---	--	---	-------------------

**Risk Definition:** Risk is the likelihood that illness, injury or even death might result because of the hazard. It also includes the likelihood of harm to the environment or property. A hazard is something with the potential to cause harm to people, the environment, or property. This could include chemical substances, live electricity, work process and/or other aspects of the work environment.

To assist with completing the Job Hazard Assessment the following descriptions are provided:

- **Task/Activity** – List each major task/activity associated with the contract, addressing the sequential order of the tasks/activities throughout the contract lifecycle.
- **Hazards** – Identify the hazards associated with each task/activity.
- **Risk Rating** – Following the risk matrix below, hazards should be categorized by the risk they introduce before and after controls have been established.
- **Control** – Actions taken to eliminate or minimize the identified hazards.

Risk Matrix:		SEVERITY				
		INSIGNIFICANT (1)	MINOR (2)	MODERATE (3)	MAJOR (4)	EXTREME (5)
PROBABILITY	RARE (1)	1	2	3	4	5
	UNLIKELY (2)	2	4	6	8	10
	POSSIBLE (3)	3	6	9	12	15
	LIKELY (4)	4	8	12	16	20
	ALMOST CERTAIN (5)	5	10	15	20	25

<p><u>Sererity</u></p> <ul style="list-style-type: none"> <li>• Rare – freak occurrence of factors would be required for an incident to occur.</li> <li>• Unlikely – rare combination of factors would be required for an incident to result.</li> <li>• Possible – could happen when additional factors are present.</li> <li>• Likely – not certain to happen, but an additional factor could result in an incident.</li> <li>• Almost Certain – almost inevitable that an incident would result. Insignificant – negligible injury or no absence from work.</li> </ul>	<p><u>Probability</u></p> <ul style="list-style-type: none"> <li>• Minor – minor injury requiring first aid treatment.</li> <li>• Moderate – injury leading to a medical treatment.</li> <li>• Major – injury leading to a lost time injury.</li> <li>• Extreme – fatality or injury causing permanent disability.</li> </ul>
---	---

**Risk Calculation (Probability X Severity = Risk Ranking):**

Risk Ranking	Risk Level	Response
1-6	Low	No additional controls are necessary. Ensure all identified controls are in place prior to starting work.
7-14	Medium	Consider additional controls, if no others are reasonable, implement identified controls and proceed with caution.
15-25	High	Additional controls are required. Re-assess existing controls and attempt to reach a higher level of protection.

**Guidelines:**

Hazards	Health, Safety, and Environmental Considerations	
<b>General</b>	<ul style="list-style-type: none"> <li>• Prepare Job Safety Analysis (JSA)</li> <li>• Check worker licenses and qualifications</li> <li>• Obtain up-to-date drawings</li> <li>• Confirm contractor equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Personal protection equipment</li> <li>• Work Protection</li> <li>• Establish safe work zone</li> <li>• Emergency response and rescue plan</li> </ul>
<b>Biological</b>	<ul style="list-style-type: none"> <li>• Identify licensing requirements (e.g., pesticide application, trapping)</li> <li>• Determine if exposure to untreated sewage possible</li> </ul>	<ul style="list-style-type: none"> <li>• Identify presence of harmful plants or animals</li> </ul>
<b>Compressed Gases</b>	<ul style="list-style-type: none"> <li>• Identify safe work practices</li> </ul>	<ul style="list-style-type: none"> <li>• Storage and handling</li> </ul>
<b>Confined Space</b>	<ul style="list-style-type: none"> <li>• Determine if confined space or limited access workspace exists</li> <li>• Establish "observer" requirements</li> <li>• Obtain up-to-date drawings</li> <li>• Identify worker training and qualifications</li> <li>• Determine emergency response requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Determine if hazardous atmosphere will be introduced into space</li> <li>• Identify atmospheric testing requirements</li> <li>• Determine ventilation/purging requirements</li> <li>• Determine isolation de-energization (WP) requirements</li> </ul>
<b>Hoisting and Rigging</b>	<ul style="list-style-type: none"> <li>• Identify worker training and qualification requirements</li> <li>• Determine signal person requirements</li> <li>• Determine supervisor or lift requirement</li> <li>• Identify equipment inspection and certification requirements</li> <li>• Identify barricades and signage required</li> <li>• Good rigging practices</li> </ul>	<ul style="list-style-type: none"> <li>• Rigging points approved</li> <li>• Check for overhead power lines</li> <li>• Engineered and critical lifts</li> <li>• Tugger operations</li> <li>• Beam clamp approval</li> <li>• Wire rope splicing practices</li> </ul>

<b>Drilling and Excavation</b>	<ul style="list-style-type: none"> <li>• Arrange buried service location</li> <li>• Establish soil type, if required</li> <li>• Obtain up-to-date drawings</li> </ul>	<ul style="list-style-type: none"> <li>• Review permit requirements</li> <li>• Identify shoring and sloping requirements</li> <li>• Identify emergency response plan requirements</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Obtain up-to-date drawings</li> <li>• Identify isolation and re-energization (WP) requirements</li> <li>• Identify worker training and qualification requirements</li> <li>• Identify equipment approval and certification requirements (e.g., CSA, ESA, UL/ULC)</li> <li>• Identify grounding requirements</li> <li>• Identify temporary power supply needs</li> <li>• Review limits of approach requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Identify live line work requirements</li> <li>• Potential hazards assessed</li> <li>• Explosion proof equipment</li> <li>• Abandoned cables - instructions</li> <li>• Cover up</li> <li>• GFCI</li> <li>• Protection of electrical equipment Determine personal protective equipment requirements</li> </ul>
<b>Flammable Material</b>	<ul style="list-style-type: none"> <li>• Approved storage cabinets</li> <li>• Safety containers</li> </ul>	<ul style="list-style-type: none"> <li>• Firefighting equipment</li> </ul>
<b>Hazardous Materials</b>	<ul style="list-style-type: none"> <li>• Review local hazardous material approval procedures</li> <li>• Identify worker training requirements (e.g., WHMIS, TDG)</li> <li>• Identify and provide MSDSs for hazardous materials on site to contractor</li> <li>• Identify requirements for designated substances. E.G. Arsenic, Asbestos, Isocyanates, Lead, Mercury, Silica, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Establish Personal Protective Equipment requirements</li> <li>• Identify fire protection requirements (e.g., explosion-proof equipment)</li> <li>• Obtain Material Safety Data Sheets (MSDS) from contractor</li> <li>• Identify ground and bonding requirements</li> <li>• Establish storage/handling/disposal requirements</li> </ul>
<b>Radiation</b>	<ul style="list-style-type: none"> <li>• Determine worker qualification requirements</li> <li>• Identify dose control measures</li> <li>• Determine shielding requirements</li> <li>• Identify requirements for barricades signage and notification</li> </ul>	<ul style="list-style-type: none"> <li>• Determine storage, handling, and disposal</li> <li>• Identify access control needs</li> <li>• Determine personal protective equipment requirements</li> </ul>
<b>Material Handling</b>	<ul style="list-style-type: none"> <li>• Determine equipment approval and certification requirements</li> <li>• Identify fuel storage, handling, and transportation requirements</li> <li>• Determine worker training and qualification needs</li> </ul>	<ul style="list-style-type: none"> <li>• Establish lay down areas</li> <li>• Determine need for designated travel areas</li> </ul>
<b>Mechanical</b>	<ul style="list-style-type: none"> <li>• Obtain up-to-date drawings</li> <li>• Identify machine guarding requirements</li> <li>• List equipment inspection and certification requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Determine isolation and de-energization needs</li> <li>• Identify personal protective equipment requirements</li> </ul>

<b>Pressurized Fluids and Gases</b>	<ul style="list-style-type: none"> <li>• Obtain up-to-date drawings</li> <li>• Identify isolation and de-energization (WPC) requirements</li> <li>• Identify barricade and signage requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Determine vent/drain requirements</li> <li>• Determine personal protective equipment needs</li> </ul>
<b>Traffic</b>	<ul style="list-style-type: none"> <li>• Determine need for traffic control plan</li> <li>• Determine barricade and signage requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Identify high visibility clothing requirements</li> </ul>
<b>Transport and Work Equipment</b>	<ul style="list-style-type: none"> <li>• Identify equipment inspection and certification requirements</li> <li>• Determine operator training and qualification requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Identify helicopter operation requirements</li> </ul>
<b>Welding, Cutting and Grinding</b>	<ul style="list-style-type: none"> <li>• Determine gas storage and handling needs</li> <li>• Identify hot work permit requirements</li> <li>• Identify worker qualification and training needs</li> <li>• Determine equipment inspection and certification requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Identify personal protective equipment requirements</li> <li>• Identify fire watch requirements</li> <li>• Determine ventilation requirements</li> </ul>
<b>Working at Height</b>	<ul style="list-style-type: none"> <li>• Establish equipment inspection and certification requirements (e.g., elevating work platforms (EWPs), scaffolds)</li> <li>• Identify fall protection requirements (e.g., railings, covers for openings)</li> <li>• Identify requirements for prevention of falling objects and certification requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Identify personal protection requirements</li> <li>• Identify and ensure certification of tie-off/anchor points</li> <li>• Determine rescue plan requirements</li> </ul>
<b>Physical Environment</b>	<ul style="list-style-type: none"> <li>• Plan for adverse weather conditions (e.g., ice, snow, wind)</li> <li>• Identify visibility conditions</li> <li>• Identify special terrain conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Establish housekeeping requirements</li> <li>• Identify areas of heat/cold stress</li> </ul>
<b>Occupational Diving</b>	<ul style="list-style-type: none"> <li>• Medical fitness to dive</li> <li>• Diving safety plan submitted for Nalcor review against CSA requirements</li> <li>• Equipment service and maintenance</li> <li>• Notifications (e.g. Coast Guard, Provincial/ Federal agencies, Harbour Master)</li> <li>• Weather/sea conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Diving log books</li> <li>• Diver certification and training (first aid, O<sub>2</sub> administration, heavy underwater lifting)</li> <li>• Current breathing air purification analysis</li> <li>• Dive manuals and tables at dive site</li> <li>• Communications system</li> </ul>

<b>Work In or Around Water</b>	<ul style="list-style-type: none"> <li>Identify training and qualification required</li> <li>Determine personal protective equipment required (e.g. life jackets, fall arrest)</li> </ul>	<ul style="list-style-type: none"> <li>Identify rescue plan requirements</li> <li>Identify water flow control requirements</li> <li>Establish boating safety requirements</li> </ul>
<b>Environmental Management System</b>	<ul style="list-style-type: none"> <li>Refer to local EMS for a list of relevant environmental aspects.</li> <li>Consult the environment department for advice on aspects and impacts associated with the work and communication.</li> </ul>	<ul style="list-style-type: none"> <li>Determine specific training requirements.</li> <li>Determine record keeping requirements.</li> </ul>
<b>Approvals</b>	<ul style="list-style-type: none"> <li>Ensure copies of all permits, authorizations, licenses, approvals, etc. are available on site.</li> <li>Review existing approvals and ensure compliance with terms and conditions.</li> </ul>	<ul style="list-style-type: none"> <li>Identify new approval requirements.</li> </ul>
<b>Emergency Preparedness and Response</b>	<ul style="list-style-type: none"> <li>Identify potential emergencies affecting people, property, or the environment. (e.g. spills, fire)</li> </ul>	<ul style="list-style-type: none"> <li>Identify emergency planning requirements.</li> <li>Ensure emergency contact numbers are identified and readily available.</li> </ul>
<b>Community or General Public Impacts</b>	<ul style="list-style-type: none"> <li>Identify potential community impacts</li> <li>Review local by-laws</li> <li>Consult with Communications, Legal, and/or the Environment Departments regarding the mitigation of community impacts.</li> </ul>	<ul style="list-style-type: none"> <li>Determine the need for consultation sessions and information sessions with the municipality, community groups, and non-governmental organizations.</li> <li>Develop a Violence Prevention Plan for public consultation of a sensitive nature.</li> </ul>
<b>Pesticide Management</b>	<ul style="list-style-type: none"> <li>Identify Pesticide Applicator License requirements.</li> <li>Ensure unused pesticide is removed from site.</li> </ul>	<ul style="list-style-type: none"> <li>Identify signage, reporting, and record keeping requirements</li> <li>Identify appropriate PPE to be worn.</li> </ul>
<b>Wastewater Management</b>	<ul style="list-style-type: none"> <li>Identify wastewater collection and treatment requirements</li> </ul>	<ul style="list-style-type: none"> <li>Identify groundwater protection requirements</li> </ul>
<b>Soil Contamination</b>	<ul style="list-style-type: none"> <li>Determine if contaminated soil is present at the site.</li> <li>Develop a safe work procedure if contamination is present.</li> </ul>	<ul style="list-style-type: none"> <li>Identify hazardous material storage and fuelling station requirements.</li> <li>Ensure emergency measures are in place to address leaks, spills, etc.</li> </ul>
<b>Ecological Interaction</b>	<ul style="list-style-type: none"> <li>Review inventory of environmentally sensitive species and habitats</li> <li>Identify site protection and restoration requirement</li> </ul>	<ul style="list-style-type: none"> <li>Ensure transfer of unwanted animal and plant species is prevented.</li> </ul>

**Appendix 16 Contractor HSE Performance Report**

<b>Contract Title &amp; Number:</b>		<b>Location/Area:</b>	
<b>Contract Manager:</b>		<b>Date (MM/YY)</b>	
<b>Contractor:</b>		<b>Subcontractor(s):</b>	
<b>Site Supervisor:</b>		<b>Site Supervisor's Contact #:</b>	
<b>Safety Advisor:</b>		<b>Safety Advisor's Contact #:</b>	

HSE Performance Metrics					
Exposure Hours		Monthly #:		YTD #:	
Leading Indicators			Lagging Indicators		
	Monthly #	YTD#		Monthly#	YTD#
Near Misses	[[ ]]	[[ ]]	Fatalities	[[ ]]	[[ ]]
Conditions Reported	[[ ]]	[[ ]]	Lost Time Injury	[[ ]]	[[ ]]
Conditions Corrected	[[ ]]	[[ ]]	Medical Treatment	[[ ]]	[[ ]]
Commendations	[[ ]]	[[ ]]	First Aid Injury	[[ ]]	[[ ]]
Site Orientations	[[ ]]	[[ ]]	Occupational Illnesses	[[ ]]	[[ ]]
Tailboard Safety Talks	[[ ]]	[[ ]]	Restricted Work Cases	[[ ]]	[[ ]]
Health and Safety Meetings	[[ ]]	[[ ]]	Vehicle Incidents	[[ ]]	[[ ]]
Workplace Inspections	[[ ]]	[[ ]]	Property and Equipment Damage	[[ ]]	[[ ]]
	[[ ]]	[[ ]]	Security Incidents	[[ ]]	[[ ]]
	[[ ]]	[[ ]]	Environmental Releases	[[ ]]	[[ ]]
Injury Rates					
<b>All Injury Frequency (AIF):</b>	[[ ]]		<b>Lost Time Injury Frequency (LTIF):</b>	[[ ]]	

Regulatory		
Has your company been issued any convictions, citations, or work orders?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has your company been subject to any regulatory visits or inspections?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Additional Comments: <i>Please provide details, including the regulatory agency involved and description of action taken.</i>		

## INSTRUCTIONS

Contractors providing work or services to Nalcor are required to submit a completed HSE Performance Report on a monthly basis (including when only a portion of the month has been worked). The completed HSE Performance Report shall incorporate the performance metrics of subcontractors under the contractor's direction. This reporting requirement is applicable to work and services, including maintenance services such as janitorial, landscaping, snow removal, etc. Reporting is not required for consultants, visitors, delivery drivers, off site work or services, or servicing office equipment, such as photocopiers. Reports are to be submitted to the Contract Manager no later than the 7<sup>th</sup> business day of the following month. Each injury/illness should be categorized using the below definitions.

**Exposure Hours** – Exposure to injuries shall be measured by the total number of hours of employment (i.e. the actual straight time and actual overtime hours worked) of all employees, including contracted and subcontracted employees, for the reporting period.

**LTIF (Lost Time Injury Frequency) Rate** – A frequency rate based on the total number of Lost-Time Injuries or Illnesses, which occurred in the calendar year.  $LTIF = \text{No. of LTI} \times 200,000$ , divided by Exposure Hours.

**AIF (All Injury Frequency) Rate** – This is based on the total number of Fatalities and Lost-Time Injuries, plus the total number of Medical Treatment Injuries which occurred in a calendar year.  $AIF = (\text{No. of fatalities} + \text{No. of LTI} + \text{No. of MT}) \times 200,000$ , divided by Exposure Hours.

### Leading Indicators

**Near Miss** – An incident that could have, but did not, result in unintended harm or damage to people, property, or the environment.

**Conditions Reported** – An observation reported of a substandard condition or practice (act) which if not corrected could lead to an injury or illness.

**Conditions Corrected** – An observation corrected for a reported substandard condition or practice (act).

**Commendation** – An observation where someone has been observed doing something to enhance, strengthen, or sustain safety and health For instance, commending an employee for taking a proactive initiative in preventing a substandard condition or practice (act).

**Site Orientations** – an introduction to a workplace that guides a worker's adjustment to new surroundings, conducted prior to starting work. The Site Orientation shall include site specific information on the hazards and associated risks, expectations of control measures, additional health and safety requirements, site security, and any applicable Nalcor policies and procedures. The level of orientation will be dependent on the level of risk associated with the scope of work.

**Tailboard Safety Talks** – A tailboard safety talk is a communication tool used to review the identified hazards and controls associated with a job prior to starting work, and again when circumstances affecting the work change.

**Health and Safety Meetings** – a meeting set up to educate and promote health and safety among contractor

employees. Health and Safety meetings refer to the Joint Health and Safety Committee meetings, where required, or general worker health and safety meetings where there is no Joint Health and Safety Committee required for the site.

**Workplace Inspections** – Formal workplace inspections conducted for regular examination of the workplace to recognize and evaluate existing and potential hazards and recommend corrective action. Workplace inspections are regularly scheduled and are formally documented with the use of a checklist and a report that includes recommendations for corrective actions.

### Lagging Indicators

**Fatality** – a death resulting from an injury/illness regardless of time intervening between injury/illness and death will be reported but no days will be charged to the event.

**Lost-Time Injury (LTI)** – An injury/illness resulting in Lost Days beyond the date of injury as a direct result of an occupational injury/illness incident. WHSCC forms are required.

**Medical Treatment (MT)** – A classification of occupational Injury/Illness for medical treatment, beyond First Aid Injury, where there has been no Lost Days (i.e. able to return to work for the next scheduled shift). The following are not considered Medical Treatment Injuries:

- Visit(s) to a health care provider limited to observation or counseling or prescribed Restricted Work;
- Diagnostic procedures (e.g. X-rays, blood tests), including the use of prescription medications solely for diagnostic purposes (e.g. eye drops to dilate pupils).

**First Aid Injury** – An occupational Injury/Illness that requires first aid treatment only and does not result in loss of time from work. First Aid Injuries include:

- b) Use of non-prescription medications at a non-prescription strength, including antiseptics;
- c) Administration of tetanus or diphtheria shot(s) or booster(s). Other immunizations such as Hepatitis B vaccine or rabies vaccine related to an injury are considered medical treatment;
- d) Cleaning, flushing or soaking wounds on skin surface;
- e) Use of wound coverings such as bandages including liquid bandages, gauze pads, steristrips or butterfly bandages, etc. Wound closing devices such as staples, sutures and skin glue are considered medical treatment;
- f) Use of any hot/cold therapy (e.g., compresses, soaking, whirlpools, non-prescription skin creams / lotions for local relief, etc.);
- g) Use of any totally non-rigid, non-immobilization means of support (e.g. elastic bandages, wraps);
- h) Use of temporary immobilization devices while transporting an accident victim;
- i) Use of eye patches;
- j) Removal of foreign bodies not embedded in the eye if only irrigation or removal with a cotton swab is required;
- k) Removal of splinters or foreign material from areas other than eyes by irrigation, tweezers, cotton swabs or other simple means;
- l) Use of finger guards;
- m) Use of massages;
- n) Drinking of fluids for relief of heat stress; and
- o) Preserving warmth for relief of cold stress.

**Occupational Illness** – any illness, that is not recorded as a Fatality, Lost Time Injury, Medical Treatment Injury, or Restricted Work Incident but has been medically diagnosed and determined to be work-related and the cause is a verified trauma or workplace exposure that has extended to be within the current reporting period. Illness examples include hearing loss or respiratory disease.

**Restricted Work** – When an employee, due to a work-related injury/illness, is medically determined to be unable to perform one or more routine functions or unable to work the normal time period of their pre-injury/illness work day, they are working in a “restricted” capacity. Routine functions are the work activities that employee regularly performs at least once a week.

**Vehicle Incidents** – any event involving vehicles licensed for highway use which include owned, leased and rented vehicle driven for business.

**Property and Equipment Damage** – an incident resulting in the damage or loss of property (e.g. equipment, vehicles, infrastructure, etc.).

**Security Incidents** – an event that adversely impacts, or has the potential to adversely impact, the business, worksite, and/or individuals at the worksite. Security incidents include:

- Information Security - intrusion by individuals (both external and internal) for theft of information (proprietary, personal, etc.); attacks on the confidentiality, integrity, or accessibility of corporate data; viruses, malware, hackers; unauthorized use of systems leaving the company vulnerable to legal sanctions; theft of time, data or resources by employees using computer systems for excessive personal use.
- Personnel Security - workplace violence and threats on personal safety; theft of tools, equipment, supplies required to do the task/job safely; theft of personal information; and employee travel security issues.
- Physical Security - breach of site security; theft of property (vehicles, equipment, tools, materials); vandalism or sabotage; trespassing; activism; terrorism.
- Industrial Control System Security - intrusion by individuals (both external and internal) for sabotage, stealing control, creating mischief, or theft of data

**Environmental Release** – Reportable Controlled Substance Spills to the authority having jurisdiction (e.g. >70L hydraulic oil spilled) and Regulatory Non-Conformances.

*Controlled Substance Spill Reportable* - Spills that are reportable to government/external agency. This includes the following spills:

- A spill or leak greater than 70 litres; or
- A spill or leak, regardless of quantity, that has the potential to contaminate nearby property or enter a water body or sewer; or
- A spill or leak of PCB material or potential thereof, in excess of 1 gram from electrical equipment in use; or
- A spill or leak of PCB material or potential thereof, at a concentration of 2 mg/kg or more for liquids and 50 mg/kg or more for solids from all other sources including cables, and electrical equipment or materials not in use.

*Regulatory Non-Conformance* - Not complying with environmental legislation such as acts, regulations, or government agreements, permits or approvals. Some examples include a failure to report a reportable spill, working in a water body without receiving appropriate government approvals, not implementing a condition of such approvals, destruction of protected rare plants, and containers with missing WHMIS labels.

**Appendix 17- Contractor Evaluation Form**

<b>Contractor:</b>	<b>Contract No.:</b>	<b>Date:</b>
<b>Contract Title/Description:</b>		
<b>Contract Manager:</b>	<b>Location:</b>	<input type="checkbox"/> <b>Final</b> <input type="checkbox"/> <b>Interim #</b>

**LEGEND:**

**U** = Unacceptable (0%), **I** = Improvement Required (15%), **ME** = Meets Expectations (20%), **EE** = Exceeds Expectations (25%)

<b>I. Quality – Contract Standards and Specifications</b>	<b>U</b>	<b>I</b>	<b>ME</b>	<b>EE</b>	<b>Weight 25%</b>
<p>This section rates the quality of the workmanship with which a product (e.g. material, equipment) is made or a job done. At final completion of the work the quality must meet the requirements set out in the plan and specifications.</p> <p>Considerations include:</p> <ul style="list-style-type: none"> <li>The contractor’s compliance with any quality provisions outlined in the drawings and specification.</li> <li>Quality of work (minimum rework, quality control, etc.).</li> <li>Prompt and effective correction of any defective work.</li> <li>The quality of workmanship provided by other contractors on similar projects in the same or similar facility.</li> <li>The consideration of improved and innovative approaches to meeting requirements.</li> </ul>					
<b>II. Health, Safety, and Environment – Laws and Standards</b>	<b>U</b>	<b>I</b>	<b>ME</b>	<b>EE</b>	<b>Weight 25%</b>
<p>This section rates the effectiveness of how the occupational health, safety, and environmental provisions were managed and administered. Provisions include both those specified in the contract as well as the provincial/territorial legislation and others as applicable (e.g. by-laws).</p> <p>Considerations include:</p> <ul style="list-style-type: none"> <li>Provided a copy of its health and safety program and site specific hazard assessment prior to commencement of the work.</li> <li>Cooperation and a timely response to any non-conformance safety/environment issues noted by the Owner or the Authority having Jurisdiction.</li> <li>Occurrences of safety incidents (e.g. injuries) or the issuing of HSE infraction notices.</li> <li>Providing a competent superintendent who is qualified in health and safety matters because of their knowledge, training, and experience and knowledgeable in the NL OHS Act and Regulations.</li> <li>Providing qualified and competent workers with sufficient training to allow them to perform their work in a safe and environmentally responsible manner.</li> <li>Contractor's ability to ensure subcontractor safety/environmental compliance.</li> <li>Positive attitude toward safety and active implementation of the health and safety plan/program.</li> </ul>					
<b>III. Execution – Work Performance</b>	<b>U</b>	<b>I</b>	<b>ME</b>	<b>EE</b>	<b>Weight 25%</b>
<p>This section rates the how the contract was managed and administered in accordance with the provisions expressed in the contract specifications.</p> <p>Considerations include:</p> <ul style="list-style-type: none"> <li>Acceptance and understanding of scope. Scope improvements/efficiencies.</li> <li>Resource and procurement readiness and delivery.</li> <li>Pre-job planning, readiness, documentation, and deliverables.</li> <li>Adherence to schedule and identified milestones.</li> <li>Daily communication and coordination of work for the purpose of ensuring health and safety on the worksite.</li> <li>Maintained up-to-date project documentation and work plans.</li> <li>Satisfactorily maintained good housekeeping at the workplace during the work and at project completion.</li> <li>Employee management (adequate qualified supervisor, workers, and subcontractors).</li> <li>Removal of materials, waste and site remediation.</li> <li>Demonstrates a clear understanding of roles and responsibilities.</li> </ul>					

IV. Project Management – Work Plan and Management	U	I	ME	EE	Weight 25%
<p>This section rates how the project as described in the drawings and specifications was managed including co-ordination, quality control, contract management (front end compliance), effective schedule development and implementation.</p>					
<p>Considerations include:</p> <ul style="list-style-type: none"> <li>• Documentation management (i.e. invoicing, Inspection Test Plan (ITP), qualifications, safety, turnover records, all pertinent correspondence, etc.).</li> <li>• The number and type of changes to project scope, schedule, and budget.</li> <li>• Timely invoicing as per the contract specifications.</li> <li>• Submitted complete records and documentation during bid and prior to work.</li> <li>• Effective and timely communication with relevant parties.</li> <li>• Coordination of work with workers, subcontractors, Nalcor representatives, and other stakeholders.</li> <li>• Claims and extras.</li> <li>• Realistic schedule that considers conditions beyond the contractor’s control e.g. weather, material/equipment supply challenges, labour issues, etc.</li> <li>• Project risks were identified and effectively managed.</li> </ul>					
<b>TOTAL SCORE:</b>					
<b>DID THE CONTRACTOR ‘MEET EXPECTATIONS’ (i.e. scored ≥20%) FOR HEALTH, SAFETY, AND ENVIRONMENT (YES/NO):</b>					

*If the contractor did not ‘MEET EXPECTATIONS’ in any section above, please provide details.*

**Contract Manager’s Comments:**

**Contractor’s Comments:**

Name (Please Print)	Signature	Date
Contract Manager:		

<b>Contractor's Management:</b>		
---------------------------------	--	--

Appendix 18- HSE Work Plan

<b>Contract Title:</b>			
<b>Contract Manager:</b>		<b>Contract No.:</b>	
<b>Location:</b>		<b>Area:</b>	
<b>Health and Safety Representative:</b>		<b>Date:</b>	
<b>Site Supervisor (Contractor):</b>		<b>Site Supervisor Contact #:</b>	

I. GENERAL		
<b>Scope of Work</b>		
<b>Key Milestones</b>		
Critical Steps	Description	Est. Completion Dates

II. HEALTH & SAFETY		
<b>Hazard Assessment</b>		
Task/Activity	Hazard(s)	Control(s)



Other: \_\_\_\_\_

Hands

- Cloth
- Leather
- Welding
- Cut-Resistant (e.g. metal mesh)
- Electrically Insulated (specify class)
- Rubber
- Nitrile
- Neoprene
- Latex
- Other: \_\_\_\_\_

Protective Clothing

- Fire Resistant Clothing
- Tyvek
- Rain Suit
- Chemical Resistive/Protective Suit
- Encapsulated (e.g. Hazmat)
- Other: \_\_\_\_\_

Hearing Protection

- Ear Plugs/Semi-Insert Ear Plugs
- Ear Muffs

Footwear

- CSA Hard Toe Shoes/Boots
- Dielectric
- Metatarsal Guard
- Neoprene
- PVC
- Other: \_\_\_\_\_

Head

- Class C (no voltage) Hard Hat
- Class G (limited voltage) Hard Hat
- Class E (high voltage) Hard Hat

Equipment/Materials			
Type	Qty.	Purpose	Last Inspection Date
<i>Special Requirements/Qualifications:</i>			
<b>Work Protection Code</b>			
<i>Is a Work Protection Permit required?</i>  YES <input type="checkbox"/> NO <input type="checkbox"/>	If YES, please identify Holder of Record: _____  Personnel who require Work Group Member Training: _____ _____		



*Please provide a complete list of the contractor's performing the work or service and attach a copy of the applicable training and qualifications received.*

Name	Training/Qualification	Copy Attached? (Y/N)

V. EMERGENCY RESPONSE AND NOTIFICATIONS	
<i>Please provide emergency contact information and attach an emergency response plan, as required.</i>	
Contract Manager or Designate:	Emergency Medical: 911
Emergency Contact Information:	Provincial OHS Division:
Environmental Emergency Spill Restoration Company:	CANUTEC:
Federal Agencies ( <i>please specify</i> ):	Canadian Coast Guard:
Other ( <i>please specify</i> ):	

VI. ATTENDANCE			
<i>All contractors shall sign below to signify they have read and understand the requirements of the HSE Work Plan.</i>			
Name (Print)	Signature	Trade/Position	Company Name



2. The Contract Manager will then discuss the contents of HSE Work Plan with the contractor to ensure completeness and compliance with legislation and Nalcor policies and procedures.
3. Once the HSE Work Plan is complete, the Contract Manager will review it with the contractor prior to starting work. The contractor must review the contents of the HSE Work Plan with their representatives (e.g. work crews, subcontractors) so they are aware of the contents. All contractors performing work on site and all Nalcor employees involved in the contract work must sign the attendance list on the last page of the HSE Work Plan prior to starting work.
4. All completed and signed HSE Work Plans are to be electronically scanned and filed with the associated contract document(s) for record keeping and auditing purposes.

**SCHEDULE B - PURCHASING TERMS AND CONDITIONS**

**(This will become  
Schedule B to the  
Contract)**

## 1. GENERAL

- Time is of the essence.
- An incomplete, conditional, unbalanced, obscure, altered or irregular tender may be rejected. Tender may be rejected for failure to provide specifications or catalogue information, or both, for a product offered as an equivalent.
- Tenders shall be irrevocable for the tender validity period, and the lowest or any Tender or part thereof will not necessarily be accepted.
- Written Addenda will be used to amend or clarify tendering Specifications.
- Agreement includes Purchase Order, these Terms and Conditions, Specifications, Drawings and Vendor/Contractor's Tender, with document precedence in the order named.
- Owner means the issuer of the Purchase Order and includes its agents.
- Vendor/Contractor means the Vendor/Contractor named on the Purchase Order and includes its subcontractors and agents.
- Goods mean supply of specified manufactured articles.
- Work means supply of specified labour, equipment, materials, Goods and services.
- Work Site means all places where Work is to be performed.
- Communications and documentation shall be in English.
- Measurement units shall comply with Specifications.
- Work shall be governed by the laws of Newfoundland and Labrador and any action or proceeding arising from the Work shall be determined exclusively by a court in Newfoundland and Labrador
- Agreement binds and benefits both parties, successors and permitted assigns.

## 2. TENDER CLOSING AND LATE RECEIPT OF TENDERS

Tender closing time is clearly stated on the Request for Quotation form or in a tender document. Tender responses must be received prior to the closing time. Unless otherwise specified, tenders are accepted by fax. In the event that due to extenuating circumstances, such as a postal or transportation labour dispute or inclement weather, a tender is received late, the decision as to whether the tender will be accepted will be at the sole discretion of Nalcor

## 3. TENDER EVALUATION

- a) Evaluation will be based on total analysis including, but not limited to, safety, quality, time, service, price, technical, delivery, Bidder's past performance and its ability to meet Specifications, and legal, technical and financial considerations relevant to cost-effective delivery.
- b) If no tender meets Specifications, tenders may be evaluated on the basis of that which most closely meets Specifications and is most cost-effective, except where not permitted by the Public Tender Act.

## 4. CONTRACTOR'S INVESTIGATIONS

Contractor acknowledges that it has fully informed itself in regard to the conditions of the Site and in regard to the local and other conditions affecting the performance of the Work

## 5. PRICING AND PAYMENT TERMS

- a) Prices should be in Canadian currency, payable at par in St. John's, Newfoundland. Unless otherwise provided in Specifications, payment shall be net thirty (30) days from invoice date, subject to receipt of Goods in apparent proper working condition and free from defects.
- b) Vendor/Contractor's acceptance of final payment, releases Owner from claims of and liability to Vendor/Contractor for Owner's acts, omissions or neglect.
- c) Invoices shall separately identify the amounts of federal GST/HST.

**6. PURCHASE ORDER CHANGES**

Changes shall be made by duly authorized written Change Order.

**7. GOODS AND EQUIVALENTS**

- a) Goods shall meet Specifications, be of standard proven contemporary design (not prototype) and be new, unless otherwise approved by Owner in writing.
- b) Equivalents approved by Owner in writing are acceptable.

**8. DELIVERY**

Vendor/Contractor shall arrange design, manufacturing and shipping so that Goods or components thereof shall arrive at destination point in accordance with the date stipulated. Delivery occurs when Owner signs for receipt.

**9. SHIPPING AND INSURANCE**

Vendor/Contractor shall adequately protect Goods against damage until delivery, and bear costs of loss or damage. Itemized packing slip shall accompany each shipment. INCO Shipping Terms: CIP Carriage and Insurance Paid to Destination.

**10. INSURANCE**

Vendor/Contractor shall provide insurances as per Specifications.

**11. ENVIRONMENTAL PROTECTION**

Owner uses an Environmental Management System (EMS) registered to the ISO 14001 Standard. Owner has an environmental policy that commits to compliance with legal and other requirements, prevention of pollution and continual improvement. Vendor/Contractor must be aware of actual or potential impacts associated with Goods or Work provided. Vendor/Contractor shall protect the environment of the areas where the WORK is located. Work shall be subject to inspection by Owner and relevant provincial and federal governments. Specific matters relating to environmental protection shall be dealt with between Vendor/Contractor and Owner.

**12. HAZARDOUS OR CONTROLLED PRODUCTS**

Vendor/Contractor shall not deliver or use a hazardous or controlled product as defined by the Hazardous Products Act unless such product has a WHMIS/GHS label attached and is supplied with a Material Safety Data Sheet (MSDS/SDS). Vendor/Contractor shall inform workers of all information concerning use, storage and handling of, or working in proximity to, hazardous or controlled products.

**13. PERMITS**

Unless otherwise provided for in Specifications, Vendor/Contractor shall obtain and pay for all permits and licences and shall give all notices necessary or required for lawful performance of Work.

**14. WORKMANSHIP**

Vendor/Contractor shall employ competent and skilful workers and provide best workmanship.

**15. WORKER'S COMPENSATION**

If applicable, prior to starting work, Vendor/Contractor shall provide a Letter of Good Standing from the Workplace Health, Safety and Compensation Commission.

**16. OCCUPATIONAL HEALTH AND SAFETY**

Contractor shall comply with all occupational health and safety requirements required by Law, and the Owner's Corporate Safety and Health Program and Contractor Safety Management Program (CSMP).

**17. INSPECTION AND ACCEPTANCE**

Goods shall be subject to inspection and test by Owner during manufacture, if specified, and upon delivery, if specified. If Specifications are not met, Goods may be rejected and returned at Vendor/Contractor's expense.

**18. TITLE AND WARRANTY**

- a) Vendor/Contractor shall provide Owner with good and clear title to Goods and shall indemnify and save harmless OWNER from and against any and all claims, damages, loss, costs and expenses arising from any title dispute.
- b) Unless otherwise specified in the Specifications, Goods shall be guaranteed as to compliance with Specifications for a period of twelve (12) months following Owner's acceptance. Vendor/Contractor agrees to promptly remedy defects and deficiencies and to restore Goods to satisfactory operating condition, and including freight charges, all without cost to Owner. Restored parts of Goods shall be guaranteed for a further period equal to the original guarantee period and commencing from date of restoration. This guarantee shall be in addition to Owner's other rights.

**19. PATENTS**

Vendor/Contractor shall indemnify and save harmless Owner from all claims, costs and damages arising from Owner's use of Goods provided by Vendor/Contractor resulting from or contributed to by infringement, or alleged infringement, upon any patent, trademark or copyright.

**20. PERFORMANCE**

Vendor/Contractor shall perform Work as an independent Vendor/Contractor and not as an employee or agent of Owner.

**21. SUBCONTRACTS AND ASSIGNMENTS**

Vendor/Contractor shall not assign this order and shall supply Goods and render invoice, unless otherwise authorized by Owner. Vendor/Contractor shall be responsible for payment of all assessments for levies relating to WORK performed by employees, agents or subcontractors of Vendor/Contractor.

**22. NO WAIVER**

Agreement provisions may only be waived by Owner, in writing.

**23. DUTIES AND TAXES**

- a) Tendered prices shall include all duties and taxes except federal GST/HST. Unless otherwise provided for in Specifications, Owner will be the importer of record.
- b) If applicable, Non-Resident Withholding Tax will apply, unless Vendor/Contractor has provided a waiver from CCRA.

**24. FORCE MAJEURE**

Neither party to the contract shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure. "Force Majeure" means acts of God, acts of public enemies, acts of a competent governmental authority and includes any other cause which could not have been avoided by the exercise of reasonable human foresight and skill.

**25. TERMINATION**

- a) Owner shall have the right, in its sole discretion, upon written notice to Vendor/Contractor, to terminate the contract in whole or in part without being subject to a claim for damages for such termination.
- b) Vendor/Contractor's obligations as to Work performed and bona fide obligations assumed prior to termination shall continue after termination; and as full compensation, Vendor/Contractor will be paid for Work performed to OWNER's satisfaction prior to termination and cancellation expenses judged necessary by Owner. Total payments shall not exceed the Contract Price.

**26. MECHANICS' LIEN ACT**

Prior to release of any Mechanics' Lien holdback, if required, Vendor/Contractor shall provide a Release from All Liabilities in a form acceptable to Owner.

**27. CONFIDENTIALITY OF INFORMATION**

During the performance of the Contract, Vendor/Contractor may have access to Confidential Information. Contractor acknowledges that Confidential Information is, as between the parties hereto, the sole and exclusive property of Owner or its Affiliates, as the case may be, and Vendor/Contractor will not make, or enable, authorize, permit or acquiesce in any other person making, any copy or abstract of any Confidential Information unless (i) such copying or abstracting is done strictly in accordance with the Contract and for the sole purpose of undertaking the Work in accordance with the Contract, or (ii) with the prior written consent of Owner.

## Contents

SP 1 Scope of Work.....	2
SP 2 Term of Services.....	4
SP 3 Equipment.....	4
SP 4 Payment .....	4
SP 5 Markers.....	4
SP 6 Snow Clearing.....	4
SP 7 Signing of Time Sheets .....	5
SP 8 Owner’s Representative .....	5
SP 9 Snow Removal.....	5
SP 10 Sand/Salt Mixture .....	5
SP 11 Spreading Sand/Salt (No salt shall be used at SOP or Dowdon’s Point) .....	6
SP 12 Covid-19.....	6

## **SP 1 Scope of Work**

Clearing and removal of snow and delivery and spreading of sand/salt mixture for the areas listed below:

### *Holyrood Thermal Generating Station (HTGS)*

- Five (5) offsite ambient air monitoring stations (located in the municipalities of Holyrood and CBS)
- Switchyards
- Main parking lots and parking areas
- Warehouse parking lot
- Warehouse storage yard
- Security building
- All other outbuilding parking lots
- Entrance to lab (attached to main plant)
- Marine terminal road and associated areas
- Stage 1 and 2 pumphouses
- Tank farm (east and west)
- Chemical storage building
- Controlled waste landfill
- Boom deployment areas (located in the municipality of Holyrood)
- Access road (Thermal Plant Road) to the Holyrood Generating Station
- Combustion turbine parking lot and associated areas

All other areas deemed to be part of the Holyrood Generating Station site, or as requested by owner.

Site orientation and site specific training is mandatory for all Vendor employees working at Holyrood Thermal Generating Station. Training will be provided by the Company at no charge to the successful bidder. Training hours for employees are not billable to the Company.

### *Soldiers Pond (SOP)*

Outside of normal workday hours such as Monday to Friday 430pm-7am, weekends, and statutory holidays the contractor shall ensure that all roadways, and Parking lot areas are continuously cleared of snow as needed. Not allowing more than 38 mm (1.5") of snow.

There are approximately 5km of gravel & 1 km of paved roads; there are 3 parking areas, & 3 turn-arounds/door access areas.

Sand storage area and equipment parking will be provided.

Snow banks on the corners of intersections must be kept at an acceptable height that do not cause a safety hazard for motorists.

Site orientation and site specific training is mandatory for all Vendor employees working at Soldiers Pond. Training will be provided by the Company at no charge to the successful bidder. Training hours for employees are not billable to the Company.

*Hydro Place (HYP) (Option for Year 2 and 3)*

Hydro Place normal workdays are Monday to Friday (weekly) between the hours of 7:30am and 5pm. During normal workdays the full width of ALL entrances, exits, steps and walkways shall be clear of snow and ice by 7am each day and remain clear of snow and ice until 530pm that evening. Outside of normal workday hours such as Monday to Friday 5:30pm-7am, weekends, and statutory holidays the full width of ALL entrances, exits, steps and walkways adjacent to parking lot areas 1, 2, 3 and 4 including the Pathway (at the rear of Hydro Place – see attached drawing) shall be clear of snow and ice.

Snow clearing order of priority for Steps and Walkways is as follows:

- Main entrance
- Staircase, walkway, and door to day care
- Area around the main entrance
- Staircase leading to the middle parking lot
- Walkways bordering the parking lots and leading to the main entrance
- Loading doors and all other entrance/exit doors
- Smoker's Shack pad
- Entire EV charger pad
- Rear building Pathway
- Energy Control Center exit
- Access to diesel fuel tank area
- Ensure clear view of Muster Station signs
- Any remaining areas

Ice Melting pellets for steps and walkways will be provided by the Owner to the contractor for spreading on those areas. Ice melter shall be used by the contractor on all walkways, pathways, and entrance/exit areas for ice control and where possible spread with a mechanical spreader.

## SP 2 Term of Services

Refer to Article IT 8 of INSTRUCTIONS AND INFORMATION TO BIDDERS

## SP 3 Equipment

Contractor shall be responsible for providing all snow clearing equipment required for the execution of the work specified in this document complete with the maintenance, fuel, inspection, licencing, insurance, and any other manufacturer considerations to ensure the safe operation of the vehicle and as per the RSNL1990 Chapter H-3, NL Highway Traffic Act at no cost to owner.

Owner shall have the right to inspect all equipment to be used by contractor for compliance prior to acceptance of tender.

Rates for equipment shall be applied against hours worked in snow clearing operations and shall not be applied against time during which equipment is travelling or is not operating.

Equipment required for clearing and removal of snow shall be as follows:

- Rubber tire front end loader with angled snow blade (minimum size Caterpillar 926E or equivalent) and minimum 2 cubic yard bucket for periodic snow loading and removal, including operator.
- 4 x 4 pickups (minimum 2 required) with angle blade, including operator.

## SP 4 Payment

Refer to Article IT 33 of INSTRUCTIONS AND INFORMATION TO BIDDERS.

## SP 5 Markers

Contractor shall supply and erect markers where desired to protect buildings, grounds, curbs, sidewalks, railings, posts, lighting standards, asphalt, lawns, and all other property and material from damage caused by snow clearing equipment. **The cost of any damage caused by contractor's equipment will be repaired by contractor, at its expense.** If such damages are not repaired by contractor to the satisfaction of owner, owner may do the necessary repair work at contractor's expense and deduct such expenses from any money that may be owing to contractor under this contract.

## SP 6 Snow Clearing

When more than 38 mm (2 inches) of snow has fallen, or when drifting and snowfall make movement by two-wheel drive vehicles with snow tires difficult into, out of, or within the area(s) to be cleared, clearing shall begin within an hour. During continuous heavy snowfall or drifting, contractor shall keep watch on conditions and shall begin clearing operations without being called. In such cases, one complete plowing operation shall be made between the hours of 6:30 a.m. and 7:30 a.m. on each working day. When snow conditions are doubtful, contractor must visit the site to make sure there will be no impediment to the flow of traffic.

#### Difficult Driving Conditions

An average depth of 125 mm (5 inches) shall be considered the beginning of difficult driving conditions. In high winds, drifts across the vehicle path of 200 mm (8 inches) depth and 1.8 m (6 feet) in width shall be considered difficult driving conditions.

### **SP 7 Signing of Time Sheets**

Refer to Article IT 27 of INSTRUCTIONS AND INFORMATION TO BIDDERS.

### **SP 8 Owner's Representative**

Owner's representative at HTGS shall be the site mechanical supervisor, site operations shift supervisor, or designate.

Owner's representative at SOP shall be John C. Rose – Sop Support Services Supervisor, Perry Taylor – SOP Senior Manager, Evan Oliver – SOP Work Execution Manager & Bob Woodman – SOP Work Execution Manager.

Owner's representative at HYP shall be James Hennebury, Senior Supervisor Facilities Management and Chris Cahill, Supervisor Hydro Place Operations.

### **SP 9 Snow Removal**

Snow removal by loading and trucking shall be carried out only with prior approval from owner's representative.

### **SP 10 Sand/Salt Mixture**

At HTGS, Contractor shall, if required, provide sand/salt mixture which shall be distributed when required or as directed by Owner's representative. Sand/salt mixture shall be 75% sand and 25% salt.

At HYP, Contractor shall provide salt which shall be distributed via mechanical spreader as required; or as directed by Owner's representative. Sand, rock chips or any other mix shall not be used in any form.

Salt for roadways and parking areas shall be provided by CONTRACTOR and spread evenly by mechanical spreader over all cleared areas as per scope of this contract. Mechanical spreader with center discharge shall be used. Contractor shall take every reasonable precaution to ensure that slippery conditions on the Work site are avoided to the satisfaction of Owner's representative.

Salt shall not be spread before snow clearing operations are completed and shall be spread evenly over slippery areas. Contractor shall be responsible for ensuring that salt is applied in sufficient quantity and sufficient frequency to prevent slippery conditions in the parking lots and roads shown on attached drawings. If at any time the salt spreading operations are found to provide unsatisfactory control of slippery conditions, Contractor shall, at its own expense, return to Owner's property and adjust the quantity of salt spread to provide the desired control. Contractor shall endeavor, when possible, to follow the directional flow of traffic in the parking lot to avoid travelling in the opposite direction of one way traffic flow.

### **SP 11 Spreading Sand/Salt (No salt shall be used at SOP or Dowdon's Point)**

Sand/salt mixture, when requested, shall be spread evenly over the area which has been cleared of snow. Sand for roadways and parking areas shall be provided by Contractor and spread evenly by mechanical spreader with center discharge over all cleared areas as per scope of this contract. Contractor shall take every reasonable precaution to ensure that slippery conditions on the Work site are avoided to the satisfaction of Owner's representative. Sand/Salt shall not be spread before snow clearing operations are completed and shall be spread evenly over slippery areas. Contractor shall be responsible for ensuring that sand/salt is applied in sufficient quantity and sufficient frequency to prevent slippery conditions in the parking lots and roads. If at any time the sand/salt spreading operations are found to provide unsatisfactory control of slippery conditions, Contractor shall, at its own expense, return to Owner's property and adjust the quantity of sand/salt spread to provide the desired control. Contractor shall endeavor, when possible, to follow the directional flow of traffic in the parking lot to avoid travelling in the opposite direction of one way traffic flow.

### **SP 12 Covid-19**

#### *HTGS*

Contractor shall be responsible reviewing, understanding, and accepting of the attached document entitled "Newfoundland and Labrador Hydro Thermal Production Contractor Procedure: Covid-19". Contractor shall follow all rules, requirements and regulations as per the government of Newfoundland and Labrador. Contractor shall be responsible for staying up to date with the status of Covid-19 in Newfoundland and Labrador using the website <https://www.gov.nl.ca/covid-19/>.