

1 Q. **Project C-136, Upgrade Transmission Line Access Trails:**

2 Provide a complete copy of the contractual terms, policies and guidelines which  
3 have been applicable to access trail maintenance by temporary employees and  
4 contractors since Hydro ground maintenance crews were phased out.

5

6

7 A. Attached is the tender document that Hydro typically uses when contracting out  
8 access trail maintenance work.

**NEWFOUNDLAND AND LABRADOR HYDRO**

**SPECIFICATION**

**FOR**

**UPGRADE RIGHT OF WAY ACCESS TRAILS ON  
TRANSMISSION LINE TL219**

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**Approved for Release**

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**Date**

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### 1.1 Definitions

**PLANT** means everything brought to **WORK SITE** by **VENDOR** which is not incorporated in the **WORK**, including machinery, tools, buildings, excess materials and waste.

**PURCHASER** means the issuer of the Purchase Order and includes its agents. It may also be referred to as **NALCOR ENERGY, HYDRO**.

**SPECIFICATIONS** means General Conditions, Technical Conditions and Drawings.

**WORK** means supply of specified labour, equipment, materials, **GOODS** and services.

### 1.2 General

In case of conflicts, documents shall take precedence in the following sequence: - Purchase Order, Purchasing Terms and Conditions, General Conditions, Technical Conditions, Drawings, **VENDOR's** Tender.

### **1.3 PURCHASER and VENDOR Representatives**

If required by **PURCHASER**, **PURCHASER** and **VENDOR** will each appoint and identify a representative for the term of the contract. **VENDOR's** representative shall not be changed without prior approval of **PURCHASER**.

### **1.4 Labour and Labour Relations**

**VENDOR** shall keep itself and its subcontractors fully informed of all laws, ordinances and regulations affecting those employed on the **WORK** and shall pay rates of wages and observe working conditions which are in accordance with applicable laws, ordinances and regulations and acceptable labour practices for the type of work or services being performed. **PURCHASER** shall have the right to review any such considerations before **VENDOR** commences **WORK** under the Specification and at any time during the period of the **WORK** to ensure that **VENDOR's** obligations with respect to such labour standards are being met.

### **1.5 Protection of WORK and Security**

**VENDOR** shall protect **WORK** and **PURCHASER's** property under the care and control of **VENDOR** from damage and shall be responsible for any damage which may arise as the result of its operations under the Contract except damage which occurs as the result of errors or omissions by **PURCHASER**.

Should any damage occur to **WORK** or **PURCHASER's** property for which **VENDOR** is responsible, **VENDOR** shall make good such damage at its own expense or pay all costs incurred by others in making good such damage.

**VENDOR** shall immediately advise **PURCHASER** in writing of loss or damage to material and equipment.

### **1.6 Taxes**

"NOT APPLICABLE"

### **1.7 Insurance**

- .1 **VENDOR** shall provide, at its cost, insurances with limits not less than stated in this Article. Upon award, as evidence of insurance, Insurer shall be required to provide a completed Certificate of Insurance, on Owner's form, a sample of which is appended.
- .2 **VENDOR** shall provide Commercial General Liability (CGL) Insurance which shall have a limit of not less than \$1 million for any one occurrence to cover property damage or loss, bodily injury and loss of life. **PURCHASER** has no liability and no coverage under its insurance for **VENDOR's** equipment used in carrying out **WORK**.
- .3 **VENDOR** shall provide Automobile Liability Insurance with a limit of not less than \$1 million combined for any one occurrence including personal injury, loss of life or property damage or loss.
- .4 **PURCHASER** shall be an additional insured on all certificates of insurance, with a cross-liability clause.
- .5 All insurance shall be maintained in full force during the performance of **WORK**.
- .6 All insurance policies shall contain an article to provide that the insurance shall not be cancelled or materially changed in any way without thirty (30) days notice, except in the event of non-payment when policy conditions dealing with termination will apply. Such notice shall be sent by registered mail to:

Newfoundland and Labrador Hydro  
P.O. Box 12400  
St. John's, Newfoundland and Labrador

A1B 4K7

Attention: Manager of Risk and Insurance

- [illegible]

## 1.8 Workplace Health, Safety and Compensation Commission

Prior to commencing performance of **WORK**, **VENDOR** shall provide a certificate of good standing with the Workplace, Health, Safety and Compensation Commission. If required by **PURCHASER**, reconfirmation of good standing shall be required before Final Payment is made under the contract.

## 1.9 WORK SITE Health, Safety and First Aid Requirements

- .1 **VENDOR** and its subcontractors shall comply with the Workplace Health, Safety and Compensation Act, RSNL 1990, Chapter W-11, the Occupational Health and Safety Act, RSNL 1990, Chapter O-3, and associated regulations which include but not limited to the Occupational Health and Safety Regulations Act (O.C.96-478) as amended and **PURCHASER's** Corporate Safety and Health Program and Contractor Safety Management Program (CSMP).
- .2 **CONTRACTOR** shall at its expense carry out promptly and fully all safety, sanitary and medical requirements as prescribed by law or as established in **PURCHASER's** Corporate Safety and Health Program and shall provide all safeguards and make available protective equipment necessary for the safety of workers.
- .3 Prior to commencement of **WORK**, **CONTRACTOR** shall, upon the request of **PURCHASER**, establish and maintain a loss prevention program satisfactory to **PURCHASER**.
- .4 **CONTRACTOR** shall promptly report all occurrences resulting in medical treatment, death or property damage or loss to the appropriate governmental authorities and **PURCHASER** and shall provide written details of all such occurrences using prescribed forms where applicable.
- .5 **CONTRACTOR's** safety coordinator shall conduct regular inspections of the **WORK SITE** to detect and correct hazardous conditions. Hazardous conditions noted by **PURCHASER** will be promptly reported to **CONTRACTOR's** safety coordinator for immediate correction.
- .6 **CONTRACTOR** shall expeditiously provide **PURCHASER** with copies of the following reports:
  - (a) Accident/incident investigation reports;
  - (b) Inspection reports;
  - (c) Minutes of safety meetings; and

(d) Monthly Contract Safety Statistics for it and its Subcontractors.

.7 **CONTRACTOR** shall provide **PURCHASER** with a written report on corrective actions taken on all hazardous conditions reported.

.8 **CONTRACTOR's** Safety Requirements

(a) Orientation Meeting

Prior to commencement of **WORK**, all **CONTRACTOR's** personnel working at **WORK SITE** shall attend an orientation meeting with **PURCHASER's** representative regardless of previous attendance related to other specifications or contracts.

(b) Isolation and Permits

**WORK** may be carried out by **CONTRACTOR** under a permit held by **PURCHASER's** designate. **CONTRACTOR** shall verify system isolations with the permit holder prior to commencing **WORK**.

#### 1.10 Contractor Safety Management Program

1. **TENDERER** as part of its tender shall complete the **Worksheet C - Contractor Safety Qualification Questionnaire**, located in Appendix II. A Tender that does not include this information shall be rejected.
2. **PURCHASER** endorses the Certificate of Recognition from the Newfoundland and Labrador Construction Safety Association (NLCSA). **TENDERER** as part of its tender shall submit proof of a valid Certificate of Recognition from the NLCSA or proof of a valid certificate from a similar accreditation / safety program acceptable to **PURCHASER**. A Tender that does not include this information shall be rejected.
3. Upon notification, preferred **TENDERER** will be required to submit a copy of its company Safety Management Program within 10 business days to the **PURCHASER** or will result in disqualification of tender.
4. **CONTRACTOR shall designate** a qualified safety site coordinator for the duration of the contract. The same person may act as the technical supervisor as well as the safety site coordinator.
5. **CONTRACTOR** is advised that **PURCHASER'S** Safety Hazards Evaluation has resulted in the identification of a number of hazards related to the **WORK**. A copy of **Worksheet B – Contract Safety Hazards Evaluation Form**, located in Appendix III for information of the **CONTRACTOR**.
6. **CONTRACTOR** shall prepare and submit a Risk Assessment prior to commencing the **WORK** to identify any possible hazards which may pose a risk to safety of persons and property. The **Worksheet D – Contractor Risk Assessment Form**, located in Appendix IV, shall be used to record the risk assessment control methods to be employed by the **CONTRACTOR**. The completed Risk Assessment shall be submitted to **HYDRO** for review and approval prior to commencement of **WORK**. All actions required to eliminate or mitigate the safety risks identified shall be carried out prior to start of **WORK**.
7. **CONTRACTOR** shall provide a list of all personnel expected to perform work under the contract as well as evidence of training records, qualifications and licenses required for that work. The **CONTRACTOR** shall complete a **Worksheet E - Contractor Personnel & Qualifications Form**, located in Appendix V. This form is to be submitted prior to commencement of the **WORK**.
8. **CONTRACTOR** shall hold tailboard safety talks with its crew prior to commencement of work each day and whenever changes in the scope of work occur. Minutes of these meetings shall be documented and provided to **HYDRO's** site safety coordinator.
9. **CONTRACTOR** shall supply to **HYDRO** a Safety and Health Plan specific to the contract and **WORK**. The Safety and Health Plan shall consider and respond to the specific safety and health site hazards, emergency preparedness, issues relevant to the **WORK** and shall document the systems and methods to be implemented for the term of the contract. **HYDRO** shall review the Safety and Health Plan and formal approval to commence the **WORK** shall be provided subject to acceptance of the Safety and Health Plan.

The Risk Assessment Form may be included in the document.

10. If during the performance of **WORK**, **HYDRO** informs the **CONTRACTOR** that it is not conducting the **WORK** in compliance with the Safety and Health requirements of the contract, then the **CONTRACTOR** shall remedy that discrepancy promptly. **HYDRO** may direct the **CONTRACTOR** to suspend **WORK** until such time as the **CONTRACTOR** satisfies **HYDRO** that the **WORK** will be resumed in conformance with applicable safety and health provisions. If the **CONTRACTOR** fails to rectify any breach of safety and health for which the **WORK** has been suspended, or if the **CONTRACTOR**'s performance has involved recurring non-conformance with safety and health requirements, **HYDRO** may at its option terminate the **WORK** without further obligation to the **CONTRACTOR**.
11. **CONTRACTOR** and its subcontractors are to utilize **HYDRO'S** Safe Workplace Observation Program ("SWOP") in the reporting of unsafe work conditions or hazards that may be presented on site. **CONTRACTOR** shall be presented with SWOP Cards and encouraged to participate in the program. **CONTRACTOR'S SWOP** reports will be presented to the on site supervisor in the form of a commendation, condition, near miss or loss incident.

#### **1.11 Protection of Persons and Property**

- .1 **VENDOR** shall be solely responsible for all damage or loss to structures, site services or property caused by or resulting from the execution of the **WORK** and shall make good such damage or loss except with respect to repair work on energized equipment which may, at **PURCHASER**'s option, be carried out by **PURCHASER** at **VENDOR**'s expense.

#### **1.12 Changes**

- .1 "Changes" means additions, deletions or substitutions for specified requirements, and includes requirements not contemplated by the Specification.
- .2 **PURCHASER** may, without invalidating the Contract or any required bonds, and without notice to sureties, make Changes. Implementation shall be effected upon receipt of written authorization in the form of a Change Order specifying the basis of compensation.

#### **1.13 Environmental Protection**

##### **.1 PURCHASER's Policy**

**PURCHASER**'s policy is to protect the environment of the areas where the **WORK** is located. **PURCHASER** uses an Environmental Management System (EMS) registered to the ISO 14001 Standard.

##### **.2 VENDOR's Responsibilities**

**VENDOR** shall comply with all legislated requirements and **PURCHASER**'s rules and regulations.

##### **.3 VENDOR's and Subcontractors' Personnel**

Any contravention of environmental requirements by **VENDOR**, accidental or otherwise, resulting in environmental damage shall be reported to **PURCHASER** without delay. **VENDOR** shall be responsible for all cleanup, reclamation and restorative measures required.

##### **.4 Storage, Handling and Transfer of Fuels and Other Hazardous Material**

- (a) **VENDOR** shall take all necessary precautions to prevent and minimize the spillage, misplacement, or loss of fuels and other hazardous material.
- (b) Handling and fuelling procedures shall prevent contamination of ground or water.

#### **1.14 Environmental Awareness Program**

**PURCHASER** endorses the Environmental Awareness Program of the Newfoundland and Labrador Construction Safety Association. **VENDOR** shall provide proof of completion, by its Supervisors and Managers, of this Environmental Awareness Program or a similar program acceptable to **PURCHASER**. Proof shall be provided prior to the commencement of Work.



**Appendix I: Release from All Liabilities**

**RESPECTING THE CONTRACT** FOR \_\_\_\_\_ dated \_\_\_\_\_  
(Description of Contract)  
\_\_\_\_\_, entered into with **Newfoundland and Labrador Hydro** (hereinafter referred to as  
"**PURCHASER**")

By \_\_\_\_\_ (hereinafter referred to as "**VENDOR**")

**KNOW ALL MEN BY THESE PRESENTS** that we, **VENDOR**, for and in consideration of the sum of

\$ \_\_\_\_\_  
(Amount of money paid to **VENDOR** to date)

of lawful money of Canada to us in hand well and truly paid by **PURCHASER** such sum being the net amount after the deduction of backcharges, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and of acknowledgement by **PURCHASER** of the retention of the sum of \$ \_\_\_\_\_ (hereinafter referred to as "**Holdback**") being retained as a holdback in compliance with the Mechanics' Lien Act, RSNL 1990, Chapter M-3, as amended, and the said Contract, to become due and payable to **VENDOR** on expiration of the holdback period or periods or otherwise disposed of in accordance with the provisions of the said Mechanics' Lien Act, or the Contract provisions, have hereby released and forever discharged **PURCHASER** of and from all actions, suits, debts, forfeitures, damages, claims and demands whatsoever in law or in equity which we the said **VENDOR** ever had, now have, or hereafter can, shall or might have by reason of or arising out of the said Contract or by reason of or arising out of any breach or breaches thereof, or by reason of or arising out of any work or labour or services performed, material supplied, or plant or machinery used in connection with the said construction by us, the said **VENDOR** whether under the said Contract or otherwise, save as to the release or other lawful disposition of above said **Holdback**.

AND FURTHER, that upon the issuance by **PURCHASER** of instruments of payment for the above said Holdback or the lawful disposition thereof in accordance with the provisions of the said Mechanics' Lien Act or Contract provisions, then and in such event this Release will immediately thereupon become a full, proper and complete release of **PURCHASER** of all claims, demands and liabilities of any nature whatsoever to **VENDOR** arising under the said Contract.

**IN WITNESS WHEREOF** we, the said **VENDOR**, have executed these presents according to our proper

rules and regulations at the \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_  
(City/Town)  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

The Common Seal of

\_\_\_\_\_  
(**VENDOR**)  
was hereunto affixed in the presence of:

\_\_\_\_\_  
(Signatures of Signatories)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Offices of Signatories)

**APPENDIX - CONTRACTOR SAFETY MANAGEMENT FORMS**



**Appendix II: Worksheet C – Contractor Safety Qualification Questionnaire**

Newfoundland and Labrador Hydro – a Nalcor Energy company (NLH) is committed to providing a safe and healthy workplace for its employees, contractor personnel, subcontract personnel, vendors and the general public.

Safety performance is a major criteria utilized in the selection of contractors performing work on behalf of NLH. Awarding of contracts will not only be on grounds of price and technical ability, but also on a contractor's past safety performance and present ability to carry out work safely and without risk to health.

**This questionnaire forms part of NLH's tender evaluation process and is to be completed and submitted with the tender offer.**

**CONTACT INFORMATION:**

Company Name:		Company Address:	
Total # of off site employees expected to work on this job:		Company Contact:	
Total # of part-time employees expected to work on this job:		Telephone:	Fax:
Total # of employees to be on-site for work on this job:		Email Address:	
Company's Main Activities:			

**SUPERVISION:**

Does your company have written safety policies and procedures, including clearly defined safety responsibilities for managers, supervisors and workers?	
Yes <input type="checkbox"/> (Please attach) No <input type="checkbox"/>	
Please attach a list of the names and qualifications of all supervisors you use to oversee work.	
Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Do you have an internal Safety and Health Advisor? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, Name:	Telephone Number:
Company representative responsible for on-site Safety and Health:	
Name:	Title:
Qualification(s):	

**INSURANCE/WORKERS' COMPENSATION:**

Workplace Health, Safety and Compensation Commission (WHSCC) Firm No.		
Is your company in good standing with the WHSCC?		
Yes <input type="checkbox"/> Attach Certificate of Clearance      No <input type="checkbox"/>		
If no, please explain:		
WHSCC Experience Rating (ER) for the last three (3) years:	<b>Year</b>	<b>ER Merit/Demerit (%)</b>

**TRAINING/ORIENTATION:**

Do supervisors receive formal safety training?    Yes <input type="checkbox"/> No <input type="checkbox"/>
Specific Topics:
Do you have a documented pre-job or new employee occupational Safety & Health Orientation program?    Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, what type of safety orientation training is provided?
Provide details of safety and health training <b>(within the last 3 years)</b> suitable to the work, equipment or processes expected to be encountered during this specific project to Managers and Workers.
Describe how safety and health training is conducted in your company.
Is a record maintained of all training programs undertaken for employees in your company?
Yes <input type="checkbox"/> No <input type="checkbox"/>
Does your company prepare formal "safe systems of work" / "safety method statements" for high risk activities?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please enclose a relevant example of a method statement prepared by your organization.

What arrangements does your company have in place to ensure that employees are aware of their health and safety obligations? List current safety and health handbooks or written instructions issued to your employees.

How do you communicate your safety policies and procedures to employees?

**SUBCONTRACTORS:**

Will your company employ sub-contractors for this contract? Yes ☐ No ☐

If yes:

Please attach a description of how you incorporate subcontractors' workers into your safety and health training and other programs.

Please indicate how your company ensures that sub-contractors comply with safety and health requirements. (Use a separate sheet as necessary).

Will your company keep records of all incidents of sub-contractor employees?

Yes ☐ No ☐

**SAFETY PERFORMANCE STATISTICS: (last 5 years)**

You are required to report details of all incidents/accidents as well as orders/directives that have been issued by the Department of Government Services, Occupational Health and Safety branch.

Year	Total Hrs Worked (construction contractors only)	Fatalities	All Injury Frequency Rate	LTI Frequency Rate	Severity Rate

**Key:**

**LTI** = Lost Time Injury frequency rate (number of LT incidents x 200,000 divided by hours worked)

**AI** = All Injury frequency rate (number of LT incidents + Medical Treatment Incidents x 200,000 divided by hours worked)

**Severity Rate** = (number of lost work days x 200,000 divided by hours worked)

You are required to attach copy of WHSCC <b><i>Five Year Accident Summary Report</i></b> (obtained from the Workplace Health, Safety & Compensation Commission).	
Has your company received any OHS directives, stop-work orders, charges, convictions or fines <b>(within the past 5 years)</b> from the Department of Government Services, OHS Branch? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please explain:  	
You are required to attach copy of <b><i>Detailed Company Report by Date</i></b> for the past 5 years (obtained from Department of Government Services, OHS Branch).	
Is your company COR Certified by the NLCSA ? Yes <input type="checkbox"/> No <input type="checkbox"/>	
NLCSA audit completed? Yes <input type="checkbox"/> No <input type="checkbox"/>	Last Audit Score:

**GENERAL:**

<p>Will you be using any chemical on NLH premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please describe the types and locations where they will be used.</p>
<p>Will you be generating any air emissions while on site? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Are tailboard/toolbox safety meetings conducted? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Are regular health and safety inspections at worksites undertaken? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Will you have an OHS Committee/representative on site? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Attach meeting frequency and dates.</p>

<b>CONTRACTOR SAFETY QUALIFICATIONS QUESTIONNAIRE</b>
---

I certify that the information I have supplied on the questionnaire is complete, accurate and true.	
Print name:	Position:
Signature:	Telephone Number:
	Date:

**Thank you for completing this questionnaire. 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.**

**CONTRACTOR SAFETY MANAGEMENT FORMS - 6**  
**SPECIFICATION YEAR-QUOTE NO**



### Appendix III: Worksheet B – Contract Safety Hazards Evaluation Form

<b>Project Name:</b>			
<b>Contract Title:</b>			
<b>Project Manager:</b>			
<b>Scope of Work:</b>			
<b>Instructions:</b> <ul style="list-style-type: none"> <li>▪ Based on scope of work (above), identify potential hazards which should be considered in <b>planning</b> the work using <b>Column A</b>. This worksheet identifies typical hazards which may be encountered during contracted work and provides a checklist of safety and health considerations for planning contracted work.</li> <li>▪ In <b>Column B</b>, list the contract activities which may introduce the identified hazard into the work environment.</li> <li>▪ For each hazard identified as applicable, review and identify the relevant legislation, and pertinent sections of the safety and health Program. Your local safety and health staff can also provide assistance in identifying relevant regulatory and other requirements. Check off the relevant "safety considerations" in <b>Column C</b>.</li> <li>▪ List the control(s) required to eliminate or minimize the hazard in <b>Column D</b>.</li> <li>▪ Determine who will be accountable for ensuring the identified control is in place and identify the accountable party, either NLH or the contractor, in <b>Column E</b>.</li> <li>▪ This is not an exhaustive list, the scope of work should be reviewed by Project Manager and Contract Manager to identify all potential hazards.</li> </ul>			
Prepared by:	_____	_____	Date: _____
	Print Name	Signature	YYYY-MM-DD
Reviewed by: (optional)	_____	_____	Date: _____
	Site S&H Staff (Print Name)	Signature	YYYY-MM-DD

**CONTRACTOR SAFETY MANAGEMENT FORMS - 7**  
**SPECIFICATION YEAR-QUOTE NO**

Column A Hazard (check if applicable)	Column B Contract Specific Activities	Column C Safety & Health Considerations	Column D Controls (specify how hazard will be controlled)	Column E Accountability (NLH/Contractor)
<input type="checkbox"/> General		<input checked="" type="checkbox"/> Prepare Job Safety Analysis (JSA) <input type="checkbox"/> Check worker licences and qualifications <input type="checkbox"/> Obtain up-to-date drawings <input type="checkbox"/> Confirm contractor equipment <input type="checkbox"/> Personal protection equipment <input type="checkbox"/> Work Protection <input type="checkbox"/> Complete Notice of Project, if required <input type="checkbox"/> Establish safe work zone <input type="checkbox"/> Emergency response and rescue plan		
<input type="checkbox"/> Biological		<input checked="" type="checkbox"/> Identify licensing requirements (e.g., pesticide application, trapping) <input type="checkbox"/> Determine if exposure to untreated sewage possible <input type="checkbox"/> Identify presence of harmful plants or animals		
<input type="checkbox"/> Compressed Gases		<input checked="" type="checkbox"/> Identify safe work practices <input type="checkbox"/> Storage and handling		
<input type="checkbox"/> Confined Space		<input checked="" type="checkbox"/> Determine if confined space or limited access workspace exists <input type="checkbox"/> Establish "observer" requirements <input type="checkbox"/> Obtain up-to-date drawings <input type="checkbox"/> Identify worker training and qualifications <input type="checkbox"/> Determine emergency response requirements <input type="checkbox"/> Determine if hazardous atmosphere will be introduced into space <input type="checkbox"/> Identify atmospheric testing		



**CONTRACTOR SAFETY MANAGEMENT FORMS - 8**  
**SPECIFICATION YEAR-QUOTE NO**

Column A Hazard (check if applicable)	Column B Contract Specific Activities	Column C Safety & Health Considerations	Column D Controls (specify how hazard will be controlled)	Column E Accountability (NLH/Contractor)
		requirements <input type="checkbox"/> Determine ventilation/purging requirements <input type="checkbox"/> Determine isolation de-energization (WP) requirements		
<input type="checkbox"/> Craning and Rigging		<input checked="" type="checkbox"/> Identify worker training and qualification requirements <input type="checkbox"/> Determine signal person requirements <input type="checkbox"/> Determine supervisor or lift requirement <input type="checkbox"/> Identify equipment inspection and certification requirements <input type="checkbox"/> Identify barricades and signage required <input type="checkbox"/> Good rigging practices <input type="checkbox"/> Rigging points approved <input type="checkbox"/> Check for overhead power lines <input type="checkbox"/> Engineered lifts <input type="checkbox"/> Tugger operations <input type="checkbox"/> Beam clamp approval <input type="checkbox"/> Wire rope splicing practices		
<input type="checkbox"/> Drilling and Excavation		<input checked="" type="checkbox"/> Arrange buried service location <input type="checkbox"/> Establish soil type, if required <input type="checkbox"/> Obtain up-to-date drawings <input type="checkbox"/> Review permit requirements <input type="checkbox"/> Identify shoring and sloping requirements <input type="checkbox"/> Identify emergency response plan requirements		

**CONTRACTOR SAFETY MANAGEMENT FORMS - 9**  
**SPECIFICATION YEAR-QUOTE NO**

Column A Hazard (check if applicable)	Column B Contract Specific Activities	Column C Safety & Health Considerations	Column D Controls (specify how hazard will be controlled)	Column E Accountability (NLH/Contractor)
<input type="checkbox"/> Electrical		<input checked="" type="checkbox"/> Obtain up-to-date drawings <input type="checkbox"/> Identify isolation and re-energization (WP) requirements <input type="checkbox"/> Identify worker training and qualification requirements <input type="checkbox"/> Identify equipment approval and certification requirements (e.g., CSA, ESA, UL/ULC) <input type="checkbox"/> Identify grounding requirements <input type="checkbox"/> Identify temporary power supply needs <input type="checkbox"/> Determine personal protective equipment requirements <input type="checkbox"/> Review limits of approach requirements <input type="checkbox"/> Identify live line work requirements <input type="checkbox"/> Potential hazards assessed <input type="checkbox"/> Explosion proof equipment <input type="checkbox"/> Abandoned cables - instructions <input type="checkbox"/> Cover up <input type="checkbox"/> GFCI <input type="checkbox"/> Protection of electrical equipment		
<input type="checkbox"/> Flammable Material		<input type="checkbox"/> Approved storage cabinets <input type="checkbox"/> Safety containers <input type="checkbox"/> Firefighting equipment		
<input type="checkbox"/> Hazardous Materials		<input checked="" type="checkbox"/> Review local hazardous material approval procedures <input type="checkbox"/> Identify worker training requirements (e.g., WHMIS, TDG) <input type="checkbox"/> Establish storage/handling/disposal requirements		

**CONTRACTOR SAFETY MANAGEMENT FORMS - 10**  
**SPECIFICATION YEAR-QUOTE NO**

Column A Hazard (check if applicable)	Column B Contract Specific Activities	Column C Safety & Health Considerations	Column D Controls (specify how hazard will be controlled)	Column E Accountability (NLH/Contractor)
		<input type="checkbox"/> Obtain Material Safety Data Sheets (MSDS) <input type="checkbox"/> Identify designated substance special requirements <input type="checkbox"/> Notice of Project <input type="checkbox"/> Identification of designated substances to contractor <input type="checkbox"/> Arsenic <input type="checkbox"/> Asbestos <input type="checkbox"/> Isocyanates <input type="checkbox"/> Lead <input type="checkbox"/> Mercury <input type="checkbox"/> Silica <input type="checkbox"/> Other <input type="checkbox"/> Establish Personal Protective Equipment requirements <input type="checkbox"/> Identify fire protection requirements (e.g., explosion-proof equipment) <input type="checkbox"/> Identify ground and bonding requirements		
<input type="checkbox"/> Ionizing Radiation		<input checked="" type="checkbox"/> Determine worker qualification requirements <input type="checkbox"/> Identify dose control measures <input type="checkbox"/> Determine shielding requirements <input type="checkbox"/> Identify requirements for barricades signage and notification <input type="checkbox"/> Determine storage, handling, and disposal <input type="checkbox"/> Identify access control needs <input type="checkbox"/> Determine personal protective equipment requirements		

**CONTRACTOR SAFETY MANAGEMENT FORMS - 11**  
**SPECIFICATION YEAR-QUOTE NO**

Column A Hazard (check if applicable)	Column B Contract Specific Activities	Column C Safety & Health Considerations	Column D Controls (specify how hazard will be controlled)	Column E Accountability (NLH/Contractor)
<input type="checkbox"/> Material Handling		<input checked="" type="checkbox"/> Determine equipment approval and certification requirements <input type="checkbox"/> Identify fuel storage, handling, and transportation requirements <input type="checkbox"/> Determine worker training and qualification needs <input type="checkbox"/> Establish lay down areas <input type="checkbox"/> Determine need for designated travel areas		
<input type="checkbox"/> Mechanical		<input checked="" type="checkbox"/> Obtain up-to-date drawings <input type="checkbox"/> Identify machine guarding requirements <input type="checkbox"/> List equipment inspection and certification requirements <input type="checkbox"/> Determine isolation and de-energization needs <input type="checkbox"/> Identify personal protective equipment requirements		
<input type="checkbox"/> Pressurized Fluids and Gases		<input checked="" type="checkbox"/> Obtain up-to-date drawings <input type="checkbox"/> Identify isolation and de-energization (WP) requirements <input type="checkbox"/> Identify barricade and signage requirements <input type="checkbox"/> Determine vent/drain requirements <input type="checkbox"/> Determine personal protective equipment needs		
<input type="checkbox"/> Traffic		<input checked="" type="checkbox"/> Determine need for traffic control plan <input type="checkbox"/> Determine barricade and signage requirements <input type="checkbox"/> Identify high visibility clothing requirements		

**CONTRACTOR SAFETY MANAGEMENT FORMS - 12**  
**SPECIFICATION YEAR-QUOTE NO**

<b>Column A Hazard</b> <small>(check if applicable)</small>	<b>Column B Contract Specific Activities</b>	<b>Column C Safety &amp; Health Considerations</b>	<b>Column D Controls</b> <small>(specify how hazard will be controlled)</small>	<b>Column E Accountability</b> <small>(NLH/Contractor)</small>
<input type="checkbox"/> Transport and Work Equipment		<input checked="" type="checkbox"/> Identify equipment inspection and certification requirements <input type="checkbox"/> Determine operator training and qualification requirements <input type="checkbox"/> Identify helicopter operation requirements		
<input type="checkbox"/> Welding, Cutting and Grinding		<input checked="" type="checkbox"/> Determine gas storage and handling needs <input type="checkbox"/> Identify hot work permit requirements <input type="checkbox"/> Identify worker qualification and training needs <input type="checkbox"/> Determine equipment inspection and certification requirements <input type="checkbox"/> Identify personal protective equipment requirements <input type="checkbox"/> Identify fire watch requirements <input type="checkbox"/> Determine ventilation requirements		
<input type="checkbox"/> Work at Height		<input checked="" type="checkbox"/> Establish equipment inspection and certification requirements (e.g., elevating work platforms (EWPs), scaffolds) <input type="checkbox"/> Identify fall protection requirements (e.g., railings, covers for openings) <input type="checkbox"/> Identify requirements for prevention of falling objects and certification requirements <input type="checkbox"/> Identify personal protection requirements <input type="checkbox"/> Identify and ensure certification of tie-off/anchor points <input type="checkbox"/> Determine rescue plan requirements		

**CONTRACTOR SAFETY MANAGEMENT FORMS - 13**  
**SPECIFICATION YEAR-QUOTE NO**

Column A Hazard (check if applicable)	Column B Contract Specific Activities	Column C Safety & Health Considerations	Column D Controls (specify how hazard will be controlled)	Column E Accountability (NLH/Contractor)
<input type="checkbox"/> Work Environment		<input checked="" type="checkbox"/> Plan for adverse weather conditions (e.g., ice, snow, wind) <input type="checkbox"/> Identify visibility conditions <input type="checkbox"/> Identify special terrain conditions <input type="checkbox"/> Establish housekeeping requirements <input type="checkbox"/> Identify areas of heat/cold stress		
<input type="checkbox"/> Work In, On or Around Water		<input checked="" type="checkbox"/> Determine Notice of Project (diving) requirements <input type="checkbox"/> Identify training and qualification required <input type="checkbox"/> Determine personal protective equipments needs (e.g., life jackets, fall arrest) <input type="checkbox"/> Establish boating safety requirements <input type="checkbox"/> Identify rescue plan requirements <input type="checkbox"/> Identify water flow control requirements		
<input type="checkbox"/> Other		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

**CONTRACTOR SAFETY MANAGEMENT FORMS - 14  
SPECIFICATION YEAR-QUOTE NO****Appendix IV: Worksheet D – Contractor Risk Assessment Form**

The attached Risk Assessment Form shall be completed by the successful Tenderer in relation to the contract works and submitted to Purchaser for approval prior to commencement. The primary objectives of the Risk Assessment are to:

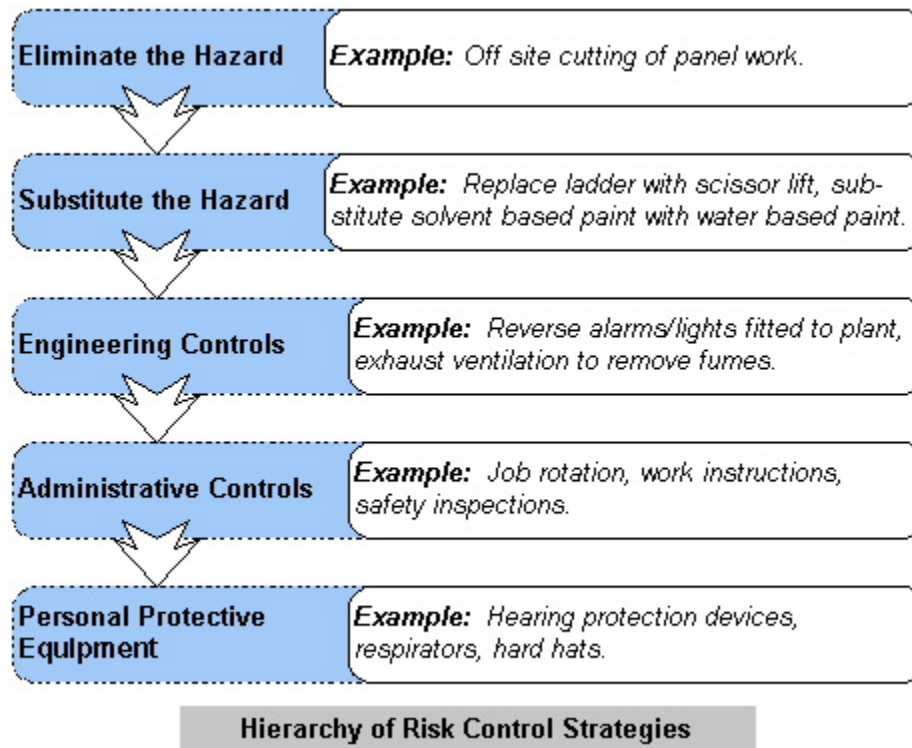
- Identify hazards associated with contract tasks and activities.
- Determine the level of risk.
- Establish appropriate risk control measures.
- Each major or significant task or activity associated with the contract shall be assessed in terms of the associated hazards. When all hazards have been identified the most likely outcome as a result of an incident shall be determined.

Risks shall be classified according to the following schedule:

- Class 1: Potential to cause death or permanent injury.
- Class 2: Potential to cause one or more lost time injuries.
- Class 3: Potential to cause an injury treatable with first aid.

A primary goal shall be to eliminate Class 1 and 2 risks associated with the contract and should be a major focus of the Risk Assessment. Contractors shall detail risk control measures that adequately address all identified Class 1 and Class 2 risks. When determining risk control strategies, the hierarchy of controls summarized below should be considered.

**CONTRACTOR SAFETY MANAGEMENT FORMS - 15**  
**SPECIFICATION YEAR-QUOTE NO**



Where safe work procedures or instructions are developed they must clearly spell out the work sequence, highlighting the procedures required to adequately control each Class 1 and Class 2 risk identified in the risk assessment. All employees involved in the activity shall receive appropriate training in the safe work procedure.

The risk assessment shall be completed on the Risk Assessment Form evaluating the full scope of work associated with the contract. Additional risk assessments may be undertaken during the course of the contract as required (i.e. work undertaken by subcontractors).

The Risk Assessment Form requires the Contractor to complete the following.

- *Specific Task/Activity* – The Contractor should document each major task associated with the contract. This should consider the sequential aspects of the work to be performed from contract commencement to finalization of the contract.
- *Potential Hazards* – The Contractor should identify the particular hazards associated with each activity or task to be carried out.
- *Class of Risk* – Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above. Classification in this way provides an indication of priority in terms of determining risk control measures.
- *Control Measure* – The Contractor should identify and document what actions are necessary to eliminate or minimize the hazards that could lead to accident, injury or occupational illness.



[illegible]

[illegible]

**CONTRACTOR SAFETY MANAGEMENT FORMS - 18**  
**SPECIFICATION YEAR-QUOTE NO**

**Contractor Personnel & Qualifications**

**List of Potential Training Requirements for Contractor Personnel**

1. Safety Orientation
2. Sexual Harassment
3. Principles of Loss Control
4. WHMIS
5. Emergency First Aid
6. Standard First Aid
7. Transportation of Dangerous Goods
8. Traffic Control
9. Confined Space Awareness
10. Excavation & Trenching
11. Fall Protection
12. Powerline Hazards
13. Worker Health & Safety Representative
14. Occupational Health & Safety Committee
15. Work Protection Code
16. Ladder Safety
17. Contractor Trade Certifications



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<b>2.5</b>	<b>HYDRO'S REPRESENTATIVE.....</b>	<b>1</b>

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**2.1 Scope of WORK**

Except for materials specifically stated elsewhere in the Specifications as being supplied by **PURCHASER**, **WORK** comprises the supply of all labour, **PLANT**, equipment and materials necessary for performance of upgrading right of way access trails on transmission line TL219, as identified and described in the Specifications, including but not limited to: Provide a series 200 John Deere excavator or equivalent machine complete with operator and float usage to carry out upgrade work on transmission line TL219 right of way access trails between structures 331 to 497. Work as required will be directed by a qualified on site Hydro employee. Excavator operator must hold a valid power line hazards training certificate.

Materials, **PLANT** and equipment which are not specifically mentioned in the Specifications but which are usual or necessary for the satisfactory completion of the **WORK** shall be deemed to be included in the contract and shall be provided by **VENDOR** without extra charges.

**2.2 Term of Services**

As specified in the Invitation to Tender form and subsequently confirmed in the Purchase Order.

**2.3 Equipment**

As specified in the Purchase Order.

All equipment to be used shall be properly licensed in accordance with the laws of the Province of Newfoundland and Labrador during the performance of the Work.

**2.4 Payment**

Payment for upgrade work on transmission line TL219 right of way access trails between structures 331 to 497 shall be as per the schedule of prices, SCHEDULE A – TENDER SUBMITTAL, for all the Work as specified in Article 2.1.

**2.5 Hydro's Representative**

A qualified Hydro employee will be on site at all times to direct the work being carried out by the Contractor.

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### 3.1 Submittal of Tender

Tender must be received at Hydro Place, 500 Columbus Drive, St. John's until 3:00 p.m. local time, St. John's on **CLOSEDATE** and opened immediately thereafter at the 2nd Level, Hydro Place.

Tender shall comply with requirements stated in Purchasing Terms and Conditions and **SPECIFICATIONS**.

Tender shall be submitted either:

- (a) in a sealed envelope showing **TENDERER**'s name and return address and marked:

#### **TENDER – SPECIFICATION 2009-41759-OQ - DO NOT OPEN**

- by: (i) mail delivery to Supply Chain Management Department, Newfoundland & Labrador Hydro,  
P.O. Box 12400, St. John's, NL, A1B 4K7;

or

- (ii) hand delivery into the tender depository box located adjacent to Main Lobby Reception Area, Hydro Place. The sealed Tender envelope must be stamped using time clock located by the tender depository box before being placed into box:

or

- (b) by faxed delivery, to (709) 737-1795;

It is the responsibility of the tenderer to ensure all documents identified in this tender specification as a requirement to be submitted at time of tender are included with the **tender submission, whether the tender is submitted by hand, mail delivery, courier or fax**. Failure to include all required documents will result in disqualification of a tender.

### 3.2 Communications During Tendering

Communications during tendering period shall identify Specification Number and shall be addressed in writing to:

Allan Parsons, Buyer  
Phone number 709-737-1761  
Fax number 709-737-1795  
e-mail [aparsons@nlh.nl.ca](mailto:aparsons@nlh.nl.ca)

Clarifications and changes will be issued to all **VENDORS** in writing.

### 3.3 Validity of Tender

- .1 Tender shall remain open for acceptance and irrevocable for thirty (30) days after closing date for receipt of Tenders. **PURCHASER** may accept a Tender whether or not another Tender has been accepted.
- .2 The successful **VENDOR** shall expeditiously commence performance of **WORK** and shall complete **WORK** and all parts thereof within the specified times.

### 3.4 Tender Evaluation

Evaluation will be based on total analysis including, but not limited to, price, quality, delivery, **VENDOR's** past performance and its ability to meet **SPECIFICATIONS**, and legal, technical, financial and safety considerations relevant to cost-effective completion of the **SPECIFICATIONS**, and will be made in accordance with the Public Tender Act, RSNL 1990, Chapter P-45 and its Regulations, as amended.

For the purpose of evaluation and selection of the successful bidder, the Total Tendered Price will be used to determine the lowest qualified bidder in the evaluation of tenders received.

If all tenders submitted do not meet the **SPECIFICATIONS**, **VENDOR** acknowledges and agrees by submitting its tender that **PURCHASER** may evaluate the tenders received on the basis of that which most closely meets **SPECIFICATIONS** and is most cost-effective and select a successful bidder on this basis. If all tenders received do not significantly meet the requirements of the **SPECIFICATIONS** the **PURCHASER** may cancel the tender.

Upon notification of intent to award, preferred **TENDERER** must have documentation as outlined in the "Letter of Award" submitted within 10 business days from date of notification or will result in disqualification of tender.

### **3.5 Post-Tender Meeting**

If required by **PURCHASER** before a Tender is accepted, **VENDOR** shall, at its cost, attend a Post-Tender Meeting to review its Tender submission, and such Meeting shall be held at **PURCHASER**'s offices.

### **3.6 Confidentiality of Information**

- .1 Information in this Specification, including drawings, shall only be used for tendering this work and for performing a contract, if awarded. Documents and drawings may be copied only for such purposes.
- .2 **VENDOR** and its subcontractors and suppliers shall treat information given to **VENDOR** by **PURCHASER** arising under the contract as confidential and shall not divulge such information without **PURCHASER**'s prior written authorization.

### **3.7 Access to Information**

- .1 **PURCHASER** is subject to the Access to Information and Protection of Privacy Act, Statutes of Newfoundland and Labrador, 2002 Chapter A-1.1 (hereinafter referred to as the "ATIPP Act"), and consequently the public has a right of access to **PURCHASER**'s records.
- .2 Although section 27 of the ATIPP Act provides an exception which may sometimes be enforceable when access to information relating to a third party is requested, there may be instances when **PURCHASER** is required to provide a member of the public with access to such information.
- .3 **PURCHASER** shall not be liable for any claims, costs, losses or damages experienced by a Tenderer or **VENDOR** as a result of **PURCHASER**'s release of information to another party pursuant to the provisions of the ATIPP Act. Tenderer should familiarize itself with the provisions of the ATIPP Act.

### **3.8 Safety Record Information**

**VENDOR**, as a part of its tender submission, shall complete and sign the permission letter provided as a tender appendix.

The letter is addressed to WHSCC and the Occupational Health & Safety Branch of the Department of Government Services and gives permission for them to release to Owner, Tenderer's injury statistics and safety record, for use as a part of the tender evaluation process.



A. Schedule of Prices

**PREAMBLE**

**VENDOR** acknowledges that the unit prices as entered in this Form of Tender do not include the Harmonized Sales Tax and shall be the full inclusive value of **WORK** described including provision for payment of all duties and other taxes in strict accordance with relevant laws.

The quantities stated are only estimates and the unit prices entered in this Form of Tender shall apply to the actual quantities required for and measured in the completed work in accordance with the Specification.

<b><u>Item No.</u></b>	<b><u>Item Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
001	Mobilization	EA	1	\$ _____	\$ _____
002	Excavator c/w operator	HRS	100	\$ _____	\$ _____
003	Float usage	HRS	20	\$ _____	\$ _____
004	Demobilization	EA	1	\$ _____	\$ _____
					_____
<b>TOTAL TENDERED PRICE =</b>					\$ _____
(excluding HST)					_____

\_\_\_\_\_  
**VENDOR's Name** (please print)

\_\_\_\_\_  
**(GST/HST Registration Number)**

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Signer's Name (please print)

\_\_\_\_\_  
 Office Held

\_\_\_\_\_  
 Witness

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.



F. Previous Experience

List experience on work similar to that being tendered.

G. Permission Letter

**VENDOR** acknowledges that its injury statistics and safety record and past performance as a Contractor for **PURCHASER** may form part of the tender evaluation process, and agrees that **PURCHASER** may use the completed letter on following page to obtain relevant information from WHSCC and the Occupational Health & Safety Branch of the Department of Government Services

**Permission Letter – Safety Record**

To:

Workplace Health, Safety And Compensation Commission

Fax: (709) 778-1110

and to:

Occupational Health & Safety Branch of the Department of Government Services

Fax: (709) 729-3445

Please **PROVIDE** to

Newfoundland and Labrador Hydro

Fax: (709) 737-1795

Attention: Manager, Supply Chain

Reference **SPECIFICATION 2009-41759-OQ**

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

Signed by

\_\_\_\_\_  
(Tenderer)

**NAME AND ADDRESS OF TENDERER**

\_\_\_\_\_  
(Name of **TENDERER**)

\_\_\_\_\_  
(Address of **TENDERER**)

\_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

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 I: PURCHASING TERMS AND CONDITIONS****Effective January 19, 2009****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'S** TENDER, WITH DOCUMENT PRECEDENCE IN THE ORDER NAMED.

**PURCHASER** MEANS THE ISSUER OF THE PURCHASE ORDER AND INCLUDES ITS AGENTS. IT MAY ALSO BE REFERRED TO AS NALCOR ENERGY, **HYDRO** OR **CF(L)CO**, WHICHEVER IS APPLICABLE.

**VENDOR** MEANS THE **VENDOR** NAMED ON THE PURCHASE ORDER AND INCLUDES ITS SUBCONTRACTORS AND AGENTS.

**GOODS** MEANS 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 EVALUATION**

EVALUATION WILL BE BASED ON TOTAL ANALYSIS INCLUDING, BUT NOT LIMITED TO, PRICE, QUALITY, DELIVERY, **TENDERER'S** PAST PERFORMANCE AND ITS ABILITY TO MEET SPECIFICATIONS, AND LEGAL, TECHNICAL AND FINANCIAL CONSIDERATIONS RELEVANT TO COST-EFFECTIVE DELIVERY.

IF NO TENDER MEETS SPECIFICATIONS, TENDERS MAY BE EVALUATED ON THE BASIS OF THAT WHICH MOST CLOSELY MEETS SPECIFICATIONS AND IS MOST COST-EFFECTIVE.

**3. PRICING AND PAYMENT TERMS**

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.

**VENDOR'S** ACCEPTANCE OF FINAL PAYMENT, RELEASES **PURCHASER** FROM CLAIMS OF AND LIABILITY TO **VENDOR** FOR **PURCHASER'S** ACTS, OMISSIONS OR NEGLECT.

INVOICES SHALL SEPARATELY IDENTIFY THE AMOUNTS OF FEDERAL GST/HST.

**4. PURCHASE ORDER CHANGES**

CHANGES SHALL BE MADE BY DULY AUTHORIZED WRITTEN CHANGE ORDER.

**5. GOODS AND EQUIVALENTS**

**GOODS** SHALL MEET SPECIFICATIONS, BE OF STANDARD PROVEN CONTEMPORARY DESIGN (NOT PROTOTYPE) AND BE NEW, UNLESS OTHERWISE APPROVED BY **PURCHASER** IN WRITING.

EQUIVALENTS APPROVED BY **PURCHASER** IN WRITING ARE ACCEPTABLE.

**6. DELIVERY**

**VENDOR** SHALL ARRANGE DESIGN, MANUFACTURING AND SHIPPING SO THAT **GOODS** OR COMPONENTS THEREOF SHALL ARRIVE AT F.O.B. POINT IN ACCORDANCE WITH THE DATE STIPULATED. DELIVERY OCCURS WHEN **PURCHASER** SIGNS FOR RECEIPT.

**11. WORKER'S COMPENSATION**

IF APPLICABLE, PRIOR TO STARTING WORK, **VENDOR** SHALL PROVIDE A LETTER OF GOOD STANDING FROM THE WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION.

**12. WORKMANSHIP**

**VENDOR** SHALL EMPLOY COMPETENT AND SKILFUL WORKERS AND PROVIDE BEST WORKMANSHIP.

**13. SAFETY AND HEALTH**

**VENDOR** SHALL COMPLY WITH LEGISLATED OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS, AND ANY **PURCHASER** SPECIFIED ADDITIONAL REQUIREMENTS.

**14. INSPECTION AND ACCEPTANCE**

**GOODS** SHALL BE SUBJECT TO INSPECTION AND TEST BY **PURCHASER** DURING MANUFACTURE, IF SPECIFIED, AND UPON DELIVERY, IF SPECIFIED. IF SPECIFICATIONS ARE NOT MET, **GOODS** MAY BE REJECTED AND RETURNED AT **VENDOR'S** EXPENSE.

**15. TITLE AND WARRANTY**

**VENDOR** SHALL PROVIDE **PURCHASER** WITH GOOD AND CLEAR TITLE TO **GOODS** AND SHALL INDEMNIFY AND SAVE HARMLESS **PURCHASER** FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSS, COSTS AND EXPENSES ARISING FROM ANY TITLE DISPUTE.

UNLESS OTHERWISE SPECIFIED IN THE SPECIFICATIONS, **GOODS** SHALL BE GUARANTEED AS TO COMPLIANCE WITH SPECIFICATIONS FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING **PURCHASER'S** ACCEPTANCE. **VENDOR** AGREES TO PROMPTLY REMEDY DEFECTS AND DEFICIENCIES AND TO RESTORE **GOODS** TO SATISFACTORY OPERATING CONDITION, AND INCLUDING FREIGHT CHARGES, ALL WITHOUT COST TO **PURCHASER**. 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 **PURCHASER'S** OTHER RIGHTS.

**16. PATENTS**

**VENDOR** SHALL INDEMNIFY AND SAVE HARMLESS **PURCHASER** FROM ALL CLAIMS, COSTS AND DAMAGES ARISING FROM **PURCHASER'S** USE OF **GOODS** PROVIDED BY **VENDOR** RESULTING FROM OR CONTRIBUTED TO BY INFRINGEMENT, OR ALLEGED INFRINGEMENT, UPON ANY PATENT, TRADEMARK OR COPYRIGHT.

**17. PERFORMANCE**

**VENDOR** SHALL PERFORM **WORK** AS AN INDEPENDENT **VENDOR** AND NOT AS AN EMPLOYEE OR AGENT OF **PURCHASER**.

**18. SUBCONTRACTS AND ASSIGNMENTS**

**VENDOR** SHALL NOT ASSIGN THIS ORDER AND SHALL SUPPLY **GOODS** AND RENDER INVOICE, UNLESS OTHERWISE AUTHORIZED BY **PURCHASER**. **VENDOR** SHALL BE RESPONSIBLE FOR PAYMENT OF ALL ASSESSMENTS FOR LEVIES RELATING TO **WORK** PERFORMED BY EMPLOYEES, AGENTS OR SUBCONTRACTORS OF **VENDOR**.

**19. NO WAIVER**

AGREEMENT PROVISIONS MAY ONLY BE WAIVED BY **PURCHASER**, IN WRITING.

**20. DUTIES AND TAXES**

TENDERED PRICES SHALL INCLUDE ALL DUTIES AND TAXES EXCEPT FEDERAL GST/HST. UNLESS OTHERWISE PROVIDED FOR IN SPECIFICATIONS, **PURCHASER** WILL BE THE IMPORTER OF RECORD.

IF APPLICABLE, NON-RESIDENT WITHHOLDING TAX WILL APPLY, UNLESS **VENDOR** HAS PROVIDED A WAIVER FROM CCRA.

**21. 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.



Hydro Place, 500 Columbus Drive.  
P.O. Box 12400, St. John's, NL  
Canada A1B 4K7  
t. 709.737.1400 f. 709.737.1800  
www.nlh.nl.ca

**APPENDIX II - CERTIFICATE OF INSURANCE  
DELIVER TO NEWFOUNDLAND & LABRADOR HYDRO SUPPLY CHAIN, 500 COLUMBUS DRIVE, OR  
MAIL TO ABOVE ADDRESS**

DESCRIPTION & LOCATION OF WORK:		
CONTRACT NO.	AWARD DATE:	VALUE (incl. OWNER-FURNISHED MATERIALS) \$
<b>INSURER</b>		
NAME:		
ADDRESS:		
<b>BROKER</b>		
NAME:		
ADDRESS:		
<b>INSURED</b>		
CONTRACTOR'S NAME:		
ADDRESS:		
<b>ADDITIONAL INSURED</b> (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 & 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> <input type="checkbox"/> Wrap-up Liability Including where indicated: <input type="checkbox"/> Blasting <input type="checkbox"/> Pile Driving or Caisson Work <input type="checkbox"/> Removal or Weakening of Support <input checked="" type="checkbox"/> Environmental Impairment <input checked="" type="checkbox"/> Forest Fire Fighting Expense (min. \$250,000) <input type="checkbox"/> Hook/Hoist/Rigging (min. \$ )				MINIMUM \$1,000,000.00
2. <input checked="" type="checkbox"/> Builders' Risk "Broad Form" <b>OR</b> <input type="checkbox"/> Installation Floater "Broad Form" <b>OR</b> <input type="checkbox"/> Piers, Wharves & Docks Rider				\$100% OF VALUE
3. <input checked="" type="checkbox"/> Automobile Liability Insurance				MINIMUM \$1,000,000.00
4. <input type="checkbox"/> Aircraft and/or Watercraft Liability Insurance (If Applicable)				MINIMUM \$1,000,000.00

THE INSURER AGREES TO NOTIFY NEWFOUNDLAND & LABRADOR HYDRO, 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 & LABRADOR HYDRO TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.