

REQUEST FOR PROPOSALS (RFP)
TERMS OF REFERENCE
For
SERVICES RELATED TO MUNICIPAL INFRASTRUCTURE
In
Town of Twillingate
Main Street Water Main Replacement
November 2019
Investing in Canada Infrastructure Program
17-GI-20-00029

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SUMMARY OF KEY INFORMATION

RFP TITLE	<i>Main Street Water Main Replacement</i> Proponents should use this title on all correspondence.
CONTACT PERSON	The point of contact for this RFP is: <i>Marie Magnin</i> <i>Town Clerk/Manager</i> <i>Town of Twillingate</i> <i>Email: m.magnin@townoftwillingate.ca</i> <i>Phone: 709-884-2438</i>
ENQUIRIES	Please direct all enquiries by email to the Contact Person. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Owner. Enquiries should be submitted no later than 2:00 pm on the day that is five (5) business days before the Submission Time. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
SUBMISSION TIME	Submission time is 2:00pm Newfoundland Time, or as indicated in the call for bids, or amended by addendum.
SUBMISSION LOCATION	Proposals are to be submitted to: <i>Mayor Grant White, Town of Twillingate</i> c/o Tendering and Contracts Ground Floor, East Block Confederation Building Department of Transportation and Works Government of Newfoundland and Labrador 100 Prince Phillip Drive PO Box 8700 St. John's, NL, A1B 4J6
DELIVERY HOURS	Deliveries will be accepted at the Submission Location on business days from 08:30 am to 4:00 pm, unless otherwise indicated.

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1.0 INTRODUCTION

The Owner has identified a need for municipal infrastructure and is developing a strategy to fill the gap.

The Owner is requesting responses to the Request for Proposals (RFP) to select a Proponent who will undertake the scope of work identified herein. Through the RFP process, the Owner hopes to identify a Proponent with the appropriate skills, experience and capacity to successfully carry out the scope of services detailed herein. The Owner will be working with personnel from the Department of Municipal Affairs and Environment (DMAE), and DMAE project personnel will be engaged in the RFP process.

1.1 Project Specific Background, Description, Scope of Work, and Timeline

Refer to **Appendix A** and **Appendix B** for Project Specific Background, Description, Reporting Details, Timeline, and Scope of Work.

1.2 Intellectual Property Rights

1. The Owner will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.
2. Proposals regarding these rights should not be submitted to the Owner in response to this Request for Proposal and will not be considered in the evaluating responses.

1.3 Other General Information

1. The Owner and DMAE reserve the right to directly hire/call RFP's for Prime Consultants for specific projects outside the scope of this Request for Proposal.
2. The Owner and DMAE reserve the right to amend the RFP at any time by issuing a written addendum.
3. Only one proposal will be accepted from a proponent; submission of multiple proposals from a proponent will mean automatic rejection of all submissions from that proponent.

2.0 MANDATORY PROFESSIONAL REQUIREMENTS

1. Architectural and engineering consultants must have a valid License to Practice; Architects from the Architects Licensing Board of Newfoundland and Labrador (ALBNL); Engineers must be individually licensed by Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL) and the corporate entity must hold a valid PEGNL Permit to Practice for the discipline(s) to be undertaken.
2. Consulting firms will be required to provide proof of requisite insurances prior to contract being awarded.
3. In the case of a Design-Build RFP, architectural and engineering consultants who submit the successful proposal, or who are part of a team submitting the successful proposal, to provide the Owner's Advisory services outlined in this RFP will work exclusively for the Town on the Project. The successful proponents may not be part of future Design-Build teams who take part in the resultant Design-Build RFQ or RFP. See Section 10 for further details on Conflict of Interest.

4. Architectural and Engineering consultants are hereby advised that upon successful award of the Prime Consultant Agreement (PCA) you will be required to submit a Site Specific Safety Plan (SSSP) for the work tasks for your entire scope of work. Please review Appendix F – Mandatory Safety Reporting by the Prime Consultant. Architectural and Engineering consultants are advised to review the entire Appendix F as it outlines the relative responsibilities of the Principal Contractor, Prime Consultant(s) and Contractor(s) for this execution of the project scope. A Template SSSP has been generated for your use and it must be completed in conjunction with your employer obligations as mandated by the Occupational Health and Safety Act and Regulations. No work will commence on the project until a copy of the SSSP is forwarded to the Principal Contractor (City, Town, or Local Service District) and MAE for review and acceptance. Where resident site services are required the resident inspector and any other professional visiting the site are to be safety trained by the Newfoundland and Labrador Construction Safety Association or approved equivalent for the work to be undertaken at the project site. Safety training certificates are to be presented for all personnel required to visit construction site as per the requirements set forth in Appendix F. Any and all costs associated with the execution of Appendix F and training of your staff and all deliverables outlined are considered part of your submitted proposal cost.

Also, see Section 6 for mandatory submission requirements.

3.0 RESPONSE CONTENT

It is highly advisable, but not strictly mandatory, for response content to be organized and presented in a similar manner to the Response Content outlined below for ease of review and consideration by the Evaluation Committee. It is not the responsibility of the Evaluation Committee to exhaustively search through response documents organized in other fashions to find and evaluate content. Response Content is to fit within the section page limits indicated; supplementary appendices related to Response Content will not be considered unless they are explicitly requested in the Response Content section.

3.1 Table of Contents

1. Proposals should include a table of contents properly indicating the section and page numbers of the information included.

3.2 Executive Summary (one page)

1. Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Proponent's unique qualifications and services.
2. An affirmation is to be provided in the Executive Summary that any specific materials deemed by the Proponent to be Confidential, as outlined in Section 7.0, have been identified.
3. Note to Proponents: Content in the Executive Summary is for summary purposes only, and **will not be evaluated** in the consideration of criteria outlined in the Evaluation Chart.

3.3 Project Approach (up to four pages)

The Proponent, demonstrating clear understanding, shall identify the following:

1. Project Work Plan for organizing and executing the project scope and project objectives;
2. Project Management Plan, including Stakeholder (i.e. Owner, Department, others) engagement process throughout the project, and integration of the Proponent's Quality Management Process;
3. Plans for integrating climate change information in the project deliverables;

4. Project Risks, Constraints, and Limitations that may impact the project delivery and success, and how they will be mitigated; and
5. Value Added Information that the Proponent specifically brings to the project.

3.4 Delivery Schedule (one page)

1. The Proponent shall provide a work schedule, in the form of a Gantt chart, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.
2. For documentation requiring review by the Owner, please allow three weeks from the time the information is provided to the Owner until a reply is received. For the purposes of the work schedule, refer to **Appendix A** for project start and completion dates, or the timeline in which the project must be completed from the award date. For scheduling purposes only, please allow three weeks from the RFP closing date to the notification of the successful proponent.

Commented [LW1]: How can this be elaborated on?

3.5 Reference Projects (one page per project)

1. The Proponent must provide three (3) Reference Projects undertaken within the past five (5) years. Reference Project information must be documented in the "Project Reference Form" template format provided in **Appendix D** at the end of this document. If more than three reference projects are submitted, only the first three will be considered.
2. Reference project examples must demonstrate the Proponent's expertise and practical experience in: infrastructure of similar or equal scope, value, complexity, and/or delivery method; overcoming challenges met throughout the project; and any actions or considerations taken in the design to address climate change. See the "Project Reference Form" template in **Appendix D** for the full outline of reference project information sought.
3. Reference Project examples provided need not be limited to only those projects that are fully complete, but submission of ongoing projects as references must still demonstrate the Proponent's expertise and practical experience in the areas outlined in 3.5.1 and 3.5.2 above. It will be up to the discretion of the Evaluation Committee to determine the suitability of an ongoing project as a reference project, and ongoing project examples provided will be evaluated correspondingly.
4. Each reference shall consist of one project.
5. References from the Owner, DMAE, or other parties identified in the project will not be accepted.

3.6 Organizational Chart (one page)

1. An organizational chart is to be provided, indicating:
 - a. Names and organizations of Proponent team members, including all sub-consultants, involved in the project;
 - b. Specific Roles and Responsibilities of all team members; and
 - c. Project Lines of Responsibility and Reporting as they relate to the Owner, DMAE, Proponent, and any other applicable organization.
2. The Proponent shall provide a completed "Key Personnel" form for each team member presented in the Organizational Chart as an Appendix to their submission. The "Key Personnel" form is presented in **Appendix D** at the end of this document. Key Personnel forms are to be limited to one (1) page per person identified. Pages in exceedance of this limit will not be considered.

3. The Organizational chart will be used in the negotiation of the Prime Consultant Agreement; any changes in the key personnel at that time must be approved by the Owner.

3.7 Schedule of Rates and Fees

1. All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided in the Sealed Cost of Services envelope.
2. For purposes of this RFP, fees for regulatory permits shall be omitted.
3. Any cost associated with site surveying work shall be contained within the level of effort breakdown and provided in Schedule II. If surveys are unable to be self-performed by the proponent, please obtain a quoted price and provide in Schedule III.
4. Requests for other fees such as optional site visits shall be presented on a separate sheet attached to the enclosed schedules.
5. The Proponent shall show Professional fees calculated, based on level of effort, for each of the tasks outlined in the work plan, and further outlined in **Appendix A** and **Appendix B**. This summary should include any services not itemized, but deemed necessary by the Proponent. Fees shall be provided in Schedule II and III, found in **Appendix C** of this proposal.
6. This section of the proposal should also include:
 - a. Hourly rate of personnel;
 - b. Their relative participation (number of hours); and
 - c. Disbursements.
7. For site visits:
 - a. Provide number of visits for lead designers and technologists involved in the design, contract administration, closeout, commissioning and required number of visits to the site(s). Include a 10-month deficiency site visit.
 - b. Provide anticipated hourly rates for site visits including travel time and resident inspector(s), for the duration of the project.
 - c. Provide itemized expenses for site visits, resident services and general administration.
8. Where the number of hours for inspection services is prescribed by the project-specific Terms of Reference or Scope of Work, fees for inspection services are to be based on the number of hours provided. Additions or reductions to the number provided will be considered a mathematical error, and bid price will be adjusted to match the hours required.

4.0 REQUIRED AREAS OF EXPERTISE

Project areas may include, but are not limited to:

1. Pre-Design Services: preparation of pre-design report including site investigations including environmental assessments, geotechnical test pits, topographical survey, scope of work, statement of probable cost, and review of feasibility reports and or other studies as prepared by the owner, etc.
2. Design Services: preparation of concept reports, design development, preparation of contract documents, and Tender documents.
3. Project management services: monthly construction inspection and report, contract administration, monthly status reports, administration of project meetings, the provision of as-built documents (electronic format) and project closeout, including commissioning.
4. Contract Administration: inspections to confirm code compliance, quality of work, contract documents and budget compliance, field testing of materials and equipment, investigation and

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reporting of unusual conditions which may arise during a project, review of change orders and/or contract documents, etc.

5. Resident services, where required by owner including expertise in; inspections to confirm code, quality of work, contract documents and budget compliance, field testing of materials and equipment, investigation and reporting of unusual conditions which may arise during a project, etc.

5.0 EVALUATION CRITERIA

5.1 Evaluation Process

1. Proposals will be evaluated using a two-step, two-envelope procurement bidding procedure whereby the Technical, and Cost of Services responses will be submitted in two separately sealed envelopes. Proponents will be evaluated on the Technical proposal prior to the opening and evaluation of the Cost of Services proposal as detailed in Section 5 and Section 6 below.
2. Weighted Factor Table - The technical evaluation committee will use the following Weight Factor Descriptions and Evaluation Criteria and to evaluate the proposal submissions:

Weight Factor Description	Weight
Deficient – the Response fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Response has little merit and fails to demonstrate that the work will be performed in an acceptable manner.	0%
Poor – The Response fails to meet the requirement of the RFP references and associated scoring criteria in a suitable and documented manner. The response has some merit, but there are significant weaknesses that could result in unacceptable shortcoming in the performance of the work.	10% - 30%
Fair – the Response barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The response has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcoming in performance of the work.	40% - 60%
Good - the Response reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The response is comprehensive but there are minor weaknesses that should not significantly impact the performance of the work.	70% - 80%
Excellent - the Response fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.	90% - 100%

EVALUATION CRITERIA	SUB SCORE	SECTION SCORE
Technical Evaluation		
1. Project Approach		20
1.1. Project Work Plan	5	
1.2. Project Management Plan	5	
1.3. Climate Change Integration Plan	3	
1.4. Project Risks, Constraints, Limitations	3	
1.5. Value Added Information	4	
2. Delivery Schedule		9
2.1. Work Plan Key Activities Outlined	3	
2.2. Work Plan Key Deliverables Outlined	3	
2.3. Delivery Timeline Reasonable and Achievable	3	
3. Reference Projects		24
3.1. Reference Project #1		
3.1.1. Similar to Scope of this Project	3	
3.1.2. Proponent Role Similar to this Project	2	
3.1.3. Challenges and Mitigation Strategies Outlined	2	
3.1.4. Climate Change Measures Outlined	1	
3.2. Reference Project #2		
3.2.1. Similar to Scope of this Project	3	
3.2.2. Proponent Role Similar to this Project	2	
3.2.3. Challenges and Mitigation Strategies Outlined	2	
3.2.4. Climate Change Measures Outlined	1	
3.3. Reference Project #3		
3.3.1. Similar to Scope of this Project	3	
3.3.2. Proponent Role Similar to this Project	2	
3.3.3. Challenges and Mitigation Strategies Outlined	2	
3.3.4. Climate Change Measures Outlined	1	
4. Organizational Chart		7
4.1. Project Team Identified	3	
4.2. Team Member Roles and Responsibilities Identified	3	
4.3. Project Reporting Structure Identified	1	
Sub-Total Technical Evaluation		60
5. Financial Evaluation		40
5.1. Cost of Service Evaluation (Provided in a separate sealed envelope)		
5.1.1. Lowest Cost of Service	40	
Total of Technical Evaluation & Cost of Service Scores		100

- The content (Evaluation Criteria 1.0, 2.0, 3.0, and 4.0) of proposals submitted must achieve from the evaluation panel a minimum score of 60% of the points overall.
- The proponents whose proposals do not meet the evaluation scores required, as set out above, will have their "Cost of Services" sealed envelopes returned unopened.

5.2 Financial Evaluation

1. The proponents whose proposals meet the required technical evaluation minimum score, will be given a score value relative to the lowest cost of services, which will be assigned a portion of the points available. The Cost Formula for Evaluation is:
Points awarded = (Lowest Proposal cost / Proposal cost being evaluated) x Total points available for Cost.
2. All prices quoted in the proposal are to be in Canadian funds and are to show all applicable taxes.

5.3 Combined Score of Technical and Cost of Service Evaluation

1. The preferred proponent will be selected based on the highest overall score achieved by totaling the Evaluation Criteria (1.0 Project Approach, 2.0 Delivery Schedule, 3.0 Reference Projects, 4.0 Organizational Chart, and 5.0 Cost of Service). In the event of a tie for the combined scores, the deciding factor will be the highest technical score. If a tie still exists, the deciding factor will be a coin toss, following the coin toss process outlined in the Public Procurement Agency's Public Procurement Policy Guide.
2. The Owner and the Department reserve the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.

6.0 SUBMISSION REQUIREMENTS

Proposals, rather than tenders, have been requested in order to afford Proponents an opportunity to demonstrate their specific expertise and potential for an innovative approach in providing services. The proposed approach should satisfy the Owner's needs in a cost-effective and timely manner.

6.1 Submission

1. Proposals must clearly show the complete company name, name and telephone number of primary contact person(s).
2. After the closing time and date, all proposals received by the Owner become the property of the Owner.
3. It is **mandatory to provide one (1) hard copy and a copy on CD in Adobe PDF format of the technical proposal, and one (1) hard copy of the financial proposal. These must be submitted in a sealed envelope clearly marked "Proposal for Services for <Insert the Project Title>"**, addressed to:

<u>Mailing and Delivery Address</u> Mayor Grant White, Town of Twillingate c/o Tendering and Contracts Ground Floor, East Block Confederation Building Department of Transportation and Works Government of Newfoundland and Labrador P.O. Box 8700 St. John's NL A1B 4J6	<u>Courier Address</u> Mayor Grant White, Town of Twillingate c/o Tendering and Contracts Ground Floor, East Block Confederation Building Department of Transportation and Works Government of Newfoundland and Labrador 100 Prince Phillip Drive St. John's NL A1B 4J6
Tendering and Contracts Fax Number: 709-729-6729	

4. It is mandatory that proposals are submitted using a two-envelope procurement procedure whereby proponents must submit two sealed envelopes simultaneously, one for the Technical Proposal and one for the Cost of Services Proposal. Both envelopes must be appropriately identified as to the contents of each, and with the name of the proponent. The following wording shall also be marked on the outside of the Cost of Service envelope: "Cost of Service to be opened by Technical Evaluation Committee Only". Any Cost of Services envelopes not appropriately identified with the aforementioned wording, and Name of the Proponent will be destroyed without opening.
5. Envelopes containing proposals must be opaque, non-transparent.
6. It is mandatory that proposals must be received at the address above no later than the time (Newfoundland Time) and date indicated in the proposal call advertisement or as amended.
7. Proposals must be based on these Instructions and Terms of Reference.
8. Proposals must be in English, written in suitably readable font (Arial or Calibri font, or similar, are recommended), size 10, 11, or 12, and black in colour, on a white background.
9. Pages in excess of the section page limits (noted in Section 3) will not be considered.

6.2 Acknowledgement of Addenda

Acknowledgement of addenda received shall be included in the cover letter of the submitted proposal. Acknowledgement must be made of each numbered addendum issued; a blanket statement of acknowledgement of "All Addenda" will not be accepted.

6.3 Amendment of Proposal

Properly documented amendments to the proposal submission will be permitted up to the proposal closing time at the address above. Amendments documented by facsimile will be accepted by Tendering and Contracts. If proponents decide to amend their cost of services, submit **only the incremental change** in the amendment; do not indicate the total price.

6.4 Submission Rejection

1. Proposals received and not conforming to Items 6.1.1 to 6.1.8, 6.2, and 6.3 above will be returned to Proponents(s), without consideration.
2. Proposals received via facsimile machine or e-mail will not be accepted.
3. For further clarity; the following table highlights Rejection Criteria for submissions:

Submission Deficiencies Possibly Resulting in Proposal Rejection	YES	NO
Submission received prior to the closing time on the date indicated.		
Submission envelopes are opaque.		
Submission contains a sealed envelope indicating the contents are the Technical Proposal.		
Technical Proposal Envelope is clearly marked with the NAME of the proponent.		
Submission contains a sealed envelope marked: "Cost of Service to be opened by Technical Evaluation Committee Only".		
Cost of Service Envelope clearly marked with the NAME of the proponent.		
Submission contains one hard copy of Technical Proposal.		
Submission contains an electronic copy of Technical Proposal on CD in PDF format.		
Submission contains one hard copy of Cost Proposal.		

Cost Proposal Amendments, if submitted, DO NOT indicate Total Price.		
Proposal is in English, with appropriate text font and colour.		
Acknowledgement of each Addendum.		

If the answer to any of the above is "NO", the proposal can be rejected per Section 6.4.

6.5 Costs for Submission

Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.

6.6 Owner's Property

All hard copies of proposals should be on 8 ½ inch x 11-inch format paper printed on both sides. For the purpose of clarity, the delivery schedule Gantt chart is permitted to be submitted on a single 11x17 sheet under the same cover as the proposal. The PDF file must be provided in a format that is readable by Adobe Acrobat.

6.7 Validity Period

The Proponent's proposal must remain valid for a period of 90 days after the date of closing noted in Section 6.1.6 above.

6.8 Governing Laws

1. The laws of the Province of Newfoundland and Labrador shall govern this proposal and any subsequent contract resulting from this proposal.
2. Note that this procurement is subject to trade agreements, if applicable.

7.0 ACCESS TO INFORMATION

1. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
2. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
3. **The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.**
4. By submitting a Proposal, the Proponent represents and warrants to the Owner that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner, and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.
5. For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the

Information and Privacy Commissioner at the following link:
<http://www.oipc.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

8.0 EVALUATION PROCESS

1. A Technical Evaluation Committee, made up of representatives the Owner and/or the Owner's representative and the Department of Municipal Affairs and Environment, will review the proposal submissions. Based on the results of the review, the Committee will make a recommendation to the Owner on a Proponent. The Committee reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost of service. Please refer to the Evaluation Criteria outlined in Section 5.0 of the Terms of Reference. Acceptance of the recommended Proponent is subject to the approval of the Minister of Municipal Affairs and Environment (or designate), and the Owner.
2. The Technical Committee reserves the right to conduct pre-selection meetings with Proponents, which may include a run-through of the proposal submission.
3. The successful Proponent will be required to enter into a Standard Form of Agreement between the Owner and Prime Consultant for services related to the funded project. The Agreement must be reviewed and approved by the Department of Municipal Affairs and Environment, and the Owner prior to execution.

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9.0 RESERVATION OF RIGHTS

The Owner reserves the right, in its sole and absolute discretion, to:

1. Amend the scope of work of the RFP, and/or modify, cancel or suspend the RFP at any time for any reason.
2. Accept or reject any proposal based on the evaluation of the proposal based on the guidelines in this Terms of Reference. In particular the Owner is not obliged to select the proponent with the lowest cost.
3. Reject a proposal that fails to meet the Mandatory Requirements.
4. Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a proposal or failure to comply with the requirements of this RFP, except for Mandatory Requirements, and accept that proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the proposal null and void.
5. Reject, disqualify or not accept any or all proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
6. Re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this work or for work of a similar nature.
7. Make any changes to the terms or the business opportunity described in this RFP.
8. Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

10.0 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

1. Reservation of Rights to Disqualify

- a. The Owner reserves the right to disqualify any Proponent that in the Owner's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.
2. Relationship and Conflict Disclosure
 - a. Each Proponent, including each member of the Proponent team, shall fully disclose all relationships it may have with the Owner, or any other person providing advice or Works to the Owner with respect to the Work or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage at any time during the RFP Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.
 - b. At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Owner may require in its sole and absolute discretion in connection with the consideration of the disclosed relationship and proposed measures.
3. The Owner May Make Advance Decisions
 - a. The Owner may make advance decisions, where the Owner identifies a potential conflict or an unfair advantage. The onus is on the Proponent to clear any potential conflict or unfair advantage, or to establish any conditions for continued participation.
4. Decisions Final and Binding
 - a. The decision of the Owner is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Owner has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.
 - b. The Owner may provide any decision by the Owner regarding conflicts of interest to all Proponents if the Owner, in its sole and absolute discretion, determines that the decision is of general application.

11.0 NO COLLUSION

1. Proponents and Proponent team members, their employees and representatives involved with their proposal will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent team member of such other Proponent) regarding the preparation, content or representation of their proposals. For subcontractors that are partnering or considering partnering with more than one Proponent, such subcontractors shall keep all pricing, strategy or other commercially confidential information discussed with one Proponent confidential in their discussion with another Proponent.

2. By submitting a proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent team, represents and confirms to the Owner, with the knowledge and intention that the Owner may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other Proponents.
3. In the event of any collusion in contravention of this Section, the Owner in its sole and absolute discretion may at any time, but will not be required to, reject any and all proposals submitted by that Proponent without further consideration or compensation.

12.0 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:

1. Agrees not to bring any claim against the Owner or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
 - a. If the Owner accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or
 - b. If the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP; and
2. Waives any and all claims against the Owner, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent for any reason, including:
 - a. If the Owner accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or
 - b. If the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP.

13.0 REPORTING STRUCTURE

1. The successful Proponent will report directly to the Owner, as outlined in **Appendix A**.
2. The successful Proponent shall maintain a communication structure that includes the Department of Municipal Affairs and Environment and other significant stakeholders.

14.0 ENQUIRIES

1. All enquiries regarding this RFP must be directed to the Owner, as outlined in **Appendix A**.
2. All questions should be submitted, in writing at least ten (10) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing.
3. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses offered through the office of the Department of Municipal Affairs and Environment, should not be relied upon.

15.0 ELECTRONIC COMMUNICATION

1. The Owner does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - a. for ensuring that any electronic email system being operated for the Owner is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - b. if a permitted email communication or delivery is not received by the Owner, or received in less than its entirety, within any time limit specified by this RFP.
2. All permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

16.0 DEBRIEF

Proponents have the option to avail of debriefs, as outlined in the Public Procurement Act and Regulations. Debriefs, as outlined in the Public Procurement Policy, permit unsuccessful bidders an opportunity to understand why their bid was not successful. The "Generic Debrief Template" included at the end of this document in **Appendix E** elaborates on the purpose of the debrief, and the information that will be provided to bidders, successful or unsuccessful, who request it.

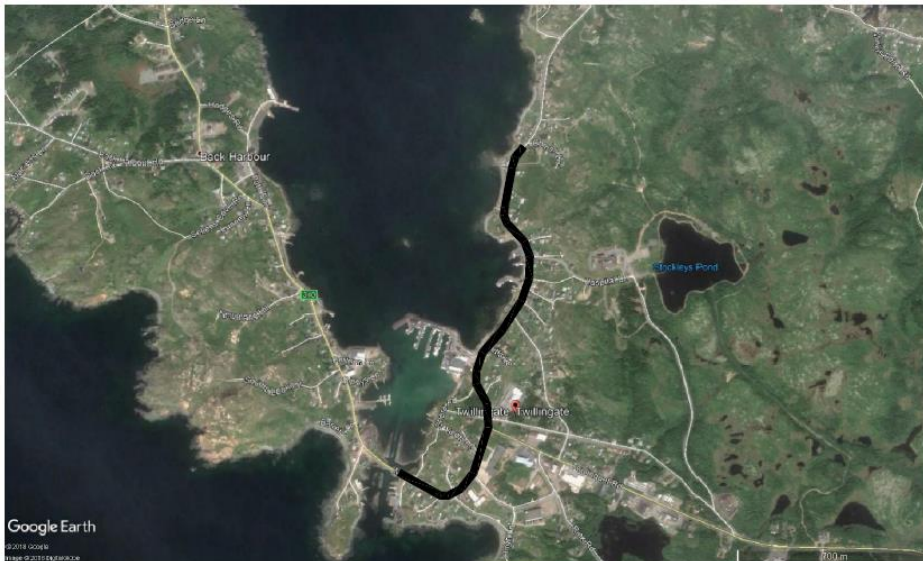
APPENDIX A – PROJECT BACKGROUND, DESCRIPTION AND REPORTING DETAILS

1.0 BACKGROUND

The Town of Twillingate is located in Note Dame Bay in Central Newfoundland, accessible via Route 340. The Town was incorporated in 1992 and has a population of 2196 (2016 Census).

2.0 PROJECT DESCRIPTION

The Town has identified a need to replace a section of the water main on Main Street. The project includes, but not limited to, the installation of approximately 1700m of water main, 63 services, patching of asphalt pavement, 1000m of ditching, 120m of pipe culverts, reinstatement of properties, and all other associated work. See below image from Google Earth for subject area.



— SUBJECT AREA

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The project must adhere to the attached Newfoundland and Labrador Climate Lens Part 2: Assessment and Integration of Resilience and Litigation Measures document, and completion of the NL Climate Lens Part 2 form must be completed prior to and construction on this project.

Consultants are advised that the final scope of work must be coordinated with the Town of Twillingate and the Department of Municipal Affairs and Environment.

There is \$2,868,370 in project funding available through the Investing in Canada Infrastructure Program (ICIP). This funding is to cover all aspects of the project, including but not limited to engineering, construction and contingencies. Consultants are advised that their proposals must demonstrate and identify costs for Engineering, Construction and Contingencies to meet the project funding identified.

3.0 PROJECT TIMELINE

It is the goal of the Owner to have the project/construction beginning in the **Summer of 2020**, it is also anticipated for the purpose of analysis that the construction will take place over **24 weeks**. **It is anticipated construction will be complete in Summer 2021.**

Full time Resident Inspection Services are required. For the purposes of this proposal, the number of hours are to be based on 10 hour working days, 5 days a week, for 24 weeks, for a total of 1200 hours.

4.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

**Marie Magnin
Town Clerk/Manager
Town of Twillingate
Email: m.magnin@townoftwillingate.ca
Phone: 709-884-2438**

The successful Proponent shall maintain a communication structure that includes the Department of Municipal Affairs and Environment and other significant stakeholders.

5.0 ENQUIRIES

All enquiries regarding this RFP must be directed to:

**Marie Magnin
Town Clerk/Manager
Town of Twillingate
Email: m.magnin@townoftwillingate.ca
Phone: 709-884-2438**

All questions should be submitted, in writing at least ten (10) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses offered through the office of the Department of Municipal Affairs and Environment, should not be relied upon.

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APPENDIX B – PROJECT OBJECTIVES AND SCOPE OF WORK FOR WATER, SEWER, AND ROAD PROJECTS

1.0 SUMMARY:

As outlined in **Appendix A**, the project will involve *the installation of 1700m of water main on Main Street*

2.0 GOAL:

Complete the necessary *Main Street Water Main Replacement* in a cost effective, efficient, and timely manner.

3.0 SCOPE OF WORK:

The successful Proponent will be required to provide a range of services relating to the delivery of these project(s).

1. Basic and Additional Services Scope of Work includes, but is not limited to:

- ☐ Conduct preliminary site visit for collection of field information.
- ☐ Detailed topographical survey. Delete line item if not required. If required please add a dollar amount in Schedule III – Site Survey Line Item
- ☐ Prepare schedule of quantities and pre-tender estimates.
- ☐ Preparation of **tender review** documents and drawings, and issuance of hard (A1 size) and electronic copies to DMAE for approval to tender.
- ☐ Preparation of **issued for tender** documents and drawings, and issuance of hard (A1 size) and electronic copies to Tendering and Contracts, after approval to tender is issued.
- ☐ Preparation of **issued for construction** documents (if required) and drawings, and issuance a hard (A1 size) and electronic copy to DMAE.
- ☐ Apply to regulatory bodies or authorities having jurisdiction for required project permits. These bodies may include:
 - ☐ DMAE (Environment)
 - ☐ Crown Lands
 - ☐ Other: _____
 - ☐ DFO
 - ☐ NL Hydro
 - ☐ T&W
 - ☐ Easements
 - ☐ SNL
- ☐ Tender call services including placement of tender advertisement with Transportation & Works and addressing inquiries from potential bidders.
- ☐ Submission of revised Issued for Approval Drawings to regulatory bodies and authorities having jurisdiction.
- ☐ Review tender results and make recommendation of contract award to DMAE.
- ☐ Review required documentation from contractor (i.e. bonding, insurance, NLCSA and WHSCC certificates, etc.) and arrange for execution and signing of contract documents.
- ☐ Prepare and issue construction documents.
- ☐ Review shop drawings.

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- ☐ Coordination of project with contractor and owner.
- ☐ Preparation of monthly project status reports and contract payment certificates.
- ☐ Preparing any necessary change orders and issue to DMAE for approval prior to completion of work.
- ☐ Arrange for sub-contractors for materials testing services etc., as deemed necessary.
- ☐ Perform a **Substantial Completion (2 phases)** and **Final Completion** inspection and prepare deficiency list. Confirm correction/completion of deficiencies. Prepare, with the contractor, a plan for correction of deficiencies prior to Total Performance. Submit plan to Client and DMAE for review. **Proponent to allow for cost of three (3) Site Visits for this task.**
- ☐ Commissioning of all systems, with commissioning report provided. A Site Visit is required for Commissioning, and may be completed during resident inspection. For the purposes of this exercise, **Proponent to allow for cost of two (2) site visits for Engineer to witness for 2 phases.**
- ☐ Preparation and issuance of one (1) Hard Copy (A1 size) and an electronic version of as-built drawings.
- ☐ Prepare certificates of Substantial Completion and Total Performance.
- ☐ Site inspection
 - ☐ Full Time – For full time inspection, Proponent to provide hourly rates for **1200** estimated hours of resident inspection.

2. Deliverables for the above should include, but are not limited to:

- ☐ Copy of signed Prime Consultant Agreement. Please use the following link for the most current version of the Prime Consultant Agreement template –
https://www.mae.gov.nl.ca/capital_works/pca.html
- ☐ Copies of contract documents and drawings.
- ☐ All Design Work must conform to Municipal Water, Sewer and Roads Master Construction Specification as published on the following link
https://www.mae.gov.nl.ca/capital_works/road_specifications.html
- ☐ All Design Work for Buildings must conform to the Transportation and Works NL Master Specification Guide for Public Funded Buildings as published at the following link
<https://www.tw.gov.nl.ca/works/masterspec/masterspec.html>
All Front End Documents must incorporate the latest editions of the documents in use by Municipal Affairs and Environment as published at the following link
https://www.mae.gov.nl.ca/capital_works/front_end_docs.html
- ☐ All Proponents are advised to review periodically, and during all active design Projects, any and all circulars published by the Department of Municipal Affairs and Environment; found at the following link (see the “Circular” link)
https://www.mae.gov.nl.ca/capital_works/specifications.html
- ☐ All Signed Contract Documents
 - PCA, Tender etc.
 - Issued for Approval Drawings
 - Issued for Tender Drawings
 - Issued for Construction Drawings
- ☐ Pre-tender estimate.
- ☐ Approval from regulatory bodies for required project-specific permits (MAE/Environment, DFO, T&W, etc.).

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- ☐ Letter of recommendation to award contract.
- ☐ Letter of approval for relevant contractor documentation (i.e. Bonding, insurance, NLCSA and WHSCC certificates, etc.).
- ☐ Copies of contract documents for signing/execution.
- ☐ Monthly project status reports and contract payment certificates.
- ☐ Change orders for DMAE approval.
- ☐ Deficiency list, with plan outlining how corrections will be completed prior to Total Performance.
- ☐ As-built drawings, in Hard Copy, AutoCAD, and PDF format.
- ☐ Certificates of Substantial performance and total performance.
- ☐ Commissioning of new systems, with report.
- ☐ Test Results - Compaction, Asphalt, Concrete, Sieve, Water Quality etc. from Testing Agency (As applicable)
- ☐ One year warranty inspection complete with report. **Consultant to cost one (1) site visit for this task.**
- ☐ Monthly meetings with minutes. (coordinate with contractor meetings and resident inspector)
- ☐ Maintenance Manuals (if applicable).
- ☐ Provide Documentation from a training provider certified in Newfoundland and Labrador demonstrating that all field personnel have completed a construction awareness certification program or equivalent – Reference Appendix F.

3. Additional Notes on Basic Services and Deliverables:

- ☐ Provide a written overview of how climate change tools will guide and influence project requirements, in consultation with DMAE. Update the written overview and provide all updates to the Client and DMAE as designs progress from initial or conceptual to final design. Tools are found at the following links:
 1. Climate Change Information for Newfoundland and Labrador (including IDFs, sea level and coastal erosion data) are available at <http://www.exec.gov.nl.ca/exec/occ/climate-data/index.html>
 2. Flood Risk Mapping Studies for Newfoundland and Labrador (including GIS and AutoCAD files) are available at <http://www.mae.gov.nl.ca/waterres/flooding/frm.html>
 3. The project must adhere to the attached Newfoundland and Labrador Climate Lens Part 2: Assessment and Integration of Resilience and Litigation Measures document, and completion of the NL Climate Lens Part 2 form must be completed prior to and construction on this project. The Guidance Document and Climate Lens June 2019 can be found under separate attachment for this public tender.
- ☐ Project as-built, and/or other appropriate closeout documents, are also required to be provided to the Owner in a suitable AutoCAD format, per the following instructions:
 1. All location information should be in Decimal Degree coordinates;
 2. All digital files are to be provided in provincial MTM projections (NAD83) in AutoCAD DWG Files;
 3. All technical drawings and graphics must be provided in AutoCAD file format, and projection files to be included.
 4. All files must be compatible with the latest version of the software.

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5. All mapping work must be done in the latest version of ESRI ArcGIS and then it is to be converted to AutoCAD.

4.0 FINANCIAL CONSIDERATION:

1. Total approved funding, if available, is provided in **Appendix A**. This includes the project capital cost, professional service fees and expenses, reimbursable expenses and HST.
2. The Proponent shall upload through the department of Municipal Affairs and Environment Municipal Support Information System (MSIS) of all progress status reports, backup invoices, etc. The backup invoices must mirror the schedules in the consultant agreement for amounts payable to the Proponent according to the scope of work and deliverables as required by the terms of an Agreement with the Owner.
3. Proponents to be aware that they will be required to provide a Final Status Report, marked as such, to DMAE in MSIS to close out the project(s). Additionally, Proponents will be required to provide a Final Status Report, marked as such, for their own invoicing.
4. The Proponent shall submit updated schedules along with project status reports that reflect current status and revised forecasted completion.

5.0 AGREEMENT FOR SERVICES:

The Agreement for services will be adjusted for the scope of work undertaken if it differs from the statement herein. Fees should be estimated using "Level of Effort" methodology, expenses and reimbursable allowances are to be at cost per Government's (i.e. Human Resource Secretariat's) approved basic rates. These amounts are to be calculated less the HST and shown on the schedule included herein for the duration of the project.

APPENDIX C – SCHEDULE II AND III TEMPLATES

SCHEDULE II
(Water, Sewer, and Municipal Roads)
BASIC AND OTHER ADDITIONAL SERVICES FEES

Basic Services	
• Preliminary Engineering	\$
• Design and Contract Documents	\$
• Tendering and Contract Award	\$
• Contract Administration	\$
Project Completion Phase	\$
Project Records Drawings	\$
Other Additional Services	
• Resident Services During Construction – 1200 hours	\$
• Enter Description	\$
• Enter Description	\$
Prime Consultant Project Expenses for Above Services	\$
TOTAL BASIC AND OTHER SERVICES FEES	\$
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (FROM SCHEDULE III)	\$5000
TOTAL SERVICE FEE (LESS HST) (TOTALS SCHEDULES II AND III)	\$
HST	\$
TOTAL SERVICE FEE (INCLUDING HST)	\$

SCHEDULE III
(Water, Sewer, and Municipal Roads)
ADDITIONAL REIMBURSABLE ALLOWANCES

List Below Allowances for Specific Project Expenses not Included in Schedule II

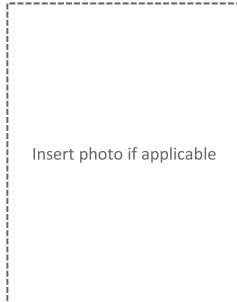
Site Surveys (TO BE INCLUDED IN PRELIMINARY ENGINEERING)	\$ 0
Geotechnical Investigations	\$
Materials Testing	\$ 5000
• Asphalt Extractions	\$
• Concrete Testing	\$
• Compaction Testing	\$
• Enter Description	\$
• Enter Description	\$
Water Main Leakage Detection	\$
Sewer Main Infiltration Detection	\$
Enter Description	\$
Enter Description	\$
For this RFP Assume Reimbursable Allowances As Shown	
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE	\$5000

APPENDIX D – PROJECT REFERENCE AND PERSONNEL REFERENCE TEMPLATES

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PROJECT REFERENCE FORM**Project Location***Insert location here***Client***Name of client***Client Reference***Reference name**Reference contact info***Project Type***Insert project type***Services***Services proponent was
responsible for providing***Duration***Start Date: date**End Date: date***Approved Funding***Total Approved Funding***Final Project Cost***Total Final Cost***Key Proponent Roles***The role the awarded
proponent will play
throughout duration of
project***Key Project Staff Role***Include all significant
persons involved and what
their role was in reference
project, and how it relates
to proposed project***Project Description***Insert project description/scope of work here***Role of Proponent***Describe the role the awarded proponent played throughout the life of
the project***Challenges***Describe the challenges involved with the project and give a detailed
description of how they were overcome***Climate Change Adaptation/Mitigation Measures Incorporated***Describe how climate change adaptation/mitigation measures were
incorporated in to the project, or provide a rationale for why they were
not. If there were no climate change adaptation/mitigation measures
included in the reference project, outline how they may be considered
in retrospect.*

KEY PERSONNEL FORM



Role for Proposed Project

Insert description of the involvement and role that this person will play throughout the life of the proposed project

Name

Insert name here

Title

Title and Professional designation

Experience

Detail years of experience relevant to the project

Contact

Provide contact information for personnel

Reference Project Role

Describe the primary role/level of involvement/main responsibilities of the individual throughout the life of the reference projects (where applicable), detailing the level of experience gained and how this relates to their proposed project position

Reference Project 1:

Name of Project, year completed and role of Personnel

Reference Project 2:

Name of Project, year completed and role of Personnel

Reference Project 3:

Name of Project, year completed and role of Personnel

APPENDIX E – GENERIC DEBRIEF TEMPLATE

Department of Municipal Affairs and Environment
Request for Proposals Proponent Debrief

Town Name:	<i>Indicate name of town/client</i>
Project Title:	<i>Indicate the project number used to identify the project</i>
DMAE Project Number:	<i>Indicate DMAE's project number</i>
Project Award Date:	<i>Indicate the date the contract was awarded</i>
Debrief Request Deadline:	<i>Debrief deadline is 10 days after the award date. See notes below.</i>

Purpose

The purpose of this document is to proactively provide debrief information to proponents responding to an issued request for proposals.

Timelines

Debrief requests from unsuccessful suppliers must be made within 10 business days of project award. Debriefs must be made within 10 business days after the request was received.

Debrief Objectives

The objectives of the proponent's debriefing are:

1. To provide a proponent with an opportunity to receive feedback on their submission;
2. To provide assurance that their submission was treated fairly;
3. To maintain a fair, ethical and transparent process;
4. To demonstrate the proponent's proposal was evaluated in accordance with the evaluation process and criteria; and
5. To better prepare the proponent for future opportunities.

Debrief Parameters:

Proponents must understand that the debrief process operates under a set of parameters.

A debrief:

1. is not an opportunity to repair a bid;
2. will not be a discussion of, nor shall disclose information regarding another proponent's bid, except that the name and bid price of the preferred proponent may be disclosed in a debriefing;
3. is not a challenge to the procurement process (if a proponent is dissatisfied with the outcome of an open call for bids process after the debriefing has taken place, the next step is to file a supplier complaint); and
4. is not an adversarial or legal process.

Information Provided in a Debrief:

The following information is provided in the debrief;

1. The supplier's evaluation score and supplier's evaluation ranking (i.e. 3rd out of 5);
2. The strengths and weaknesses of the supplier's submission relative to the evaluation criteria;
3. Areas where the terms, conditions or specifications were not met; and
4. Suggestions on how to improve future submissions;

This information is outlined in the following pages.

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Proponent Name: *Name*

Debrief Request Date: *Date debrief was requested – this must be within the timeframe on page 1.*

Proponent Total Score: *Indicate ONLY the Total Final Score for THIS proponent.*

Proponent Rank: *# THIS Proponent Rank out of # Total Proponents*

Selected Proponent: *Indicate the name of the proponent with whom a contract was signed.*

Successful Bid: *Indicate the total value of the successful bid that was submitted*

RFP Review Comments

Evaluation Criteria	Strengths	Weaknesses
Project Approach (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>
Delivery Schedule (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>
Reference Projects (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>
Organizational Chart (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>

RFP Terms and Conditions Not Met:

Outline any terms and conditions not met in the proposal. For example, if the proponent didn't meet the minimum cost score for opening the cost of service envelopes, or if the proponent submission was rejected for a submission criteria non-compliance.

Suggestions for Improvement:

Outline any overall suggestions for improvement. For example, if there is something that the proponent can do to improve their submission next time.

Additional Notes:

Outline any additional notes that are pertinent and appropriate.

Debrief Notes Completed By: *Insert name and date.*

APPENDIX F – MANDATORY SAFETY REPORTING BY THE PRIME CONSULTANT

The following background information is provided for clarification of roles and respective responsibilities.

GENERAL INFORMATION

All employers in the province of Newfoundland and Labrador are required to abide by the Occupational Health and Safety Regulations and the Occupational Health and Safety Act.

The Department of Service NL website offers information to all employers on the Occupational Health and Safety Act and Regulations:

See below:

Legislation Summary: Please open the link below:

<https://www.gov.nl.ca/snl/ohs/legislation-summary/>

Occupational Health and Safety Act:

<https://www.assembly.nl.ca/Legislation/sr/statutes/o03.htm>

Occupational Health and Safety Regulations:

<https://www.assembly.nl.ca/Legislation/sr/Regulations/rc120005.htm>

The following sections of the Occupational Health and Safety Act and Regulations are pertinent to the execution of contracts and the unique relationship between communities within the province of Newfoundland and Labrador and the Contracts they engage in with contractors and prime consultants. The owner of the project is the City, Town or Local Service District and they are considered the Principal Contractor.

For the purposes of this document the following shall apply:

The designation PRIME CONSULTANT shall be interpreted as the firm engaged on a project on behalf of a City, Town or Local Service District. Whether a Prime Consultant engages sub-consultants or not the general term of Prime Consultant shall apply for this entire document. (The Prime Consultant and/or the Consultant shall mean the same)

In terms of the OHS Act and Regulations the term Contractor shall mean the Prime Consultant or Consultant that the City, Town or Local Service District has engaged on a particular project.

5.1 PRINCIPAL CONTRACTOR

Occupational Health and Safety Act, Section 10, Duty of a principal contractor states:

10. A principal contractor engaged in a project shall ensure, where it is reasonably practicable for him or her to do so, that employers, workers and self-employed persons performing work in respect of that project comply with this Act and the regulations.

In cases where two or more employers exist on a site the following shall apply and each employer shall COMMUNICATE EFFECTIVELY any under taking that will likely create a hazard for another worker from another employer as per the following regulation.

Occupational Health and Safety Regulations – Two or More Employers – Section 20

20. Where a construction project involves the work of 2 or more employers or their workers,

(a) the principal contractor shall ensure compliance with the regulations where conditions or activities affect the workers of more than one employer; and

(b) each employer shall notify the principal contractor in advance of an undertaking likely to create a hazard for a worker of another employer.

There may be situations where a Principal Contractor (City, Town or Local Service District) may delegate a person to assume the duty of Principal Contractor. If this occurs, then the following section of the regulations shall apply.

Occupational Health and Safety Regulations – Appointment of a qualified co-ordinator – Section 21

21. Where, at a work location, the overlapping or adjoining work activities of 2 or more employers create a hazard to workers and the combined work force at the workplace is more than 5 persons, the principal contractor shall

(a) ensure that an individual is designated at the work location to coordinate communication for the purpose of ensuring health and safety on the worksite; and

(b) where the principal contractor is not at the work location the principal contractor shall designate a person to assume the duty.

The Department of Municipal Affairs and Environment are a funding partner with communities throughout Newfoundland and Labrador.

All communities are employers for the staff they have hired and they are a Principal Contractor if they compensate, hire, tender, pay and/or contract a person, people and/or firm, to do work on its behalf. The outside entity performing work on the organization's behalf is by definition a contractor. A principal contractor must ensure work is performed safely and in compliance with the OHS legislative requirements.

Prime Consultants may be considered Principal Contractor if they compensate, hire, tender, pay and/or contract a person, people and/or firm, to do work on its behalf. Consultants who engage sub-consultants are considered Principal Contractors for the firms they have partnered with.

The Principal Contractor ensures safety by:

- a) Checking safety records of the contractor/prime consultant before awarding work

- b) Checking for relevant documents, such as Job Hazard Analysis, Field Level Hazard Assessments, safe work procedures, risk assessments, training/certification records.
- c) Determining what the safe work requirements are and ensure they are met.
- d) Monitor and inspect the work at frequencies appropriate to the risk.
- e) Ensure adequate supervision by qualified personnel.
- f) Ensure safety meetings take place and are recorded.
- g) Ensure compliance with the owner's operation and maintenance manuals for tools, machinery, equipment, construction materials, etc.
- h) Take action to correct deficiencies.
- i) Record all these and other tasks completed to ensure safety.

Pre-Job

- a) Ensure job hazard analysis and risk assessments are performed.
- b) Ensure plans are in place to address the hazards identified in order of priority which is to be based on assessed risk.
- c) Ask for Safe Work Procedures.
- d) Determine the safety requirements and ensure they are met.
- e) Ensure plans and resources are in place to deal with emergencies.
- f) **Optional** - Obtain Letter of Good Standing from Workplace NL to ensure Workers Compensation is in good standing. If it is not then the Principal Contractor may be responsible for workplace injuries.
- g) **Optional** - Obtain Compliance Profile from OHS. This will outline any orders or non-compliance issues a contractor has had with OHS division.

During the Job

- a) Monitor safety performance.
- b) Attend safety talks.
- c) Inspect the work/site at a frequency appropriate to the risk.
- d) Take action to correct deficiencies. Call OHS if necessary.
- e) Keep records of what you do.

After the Job

- Determine what went right and wrong from a safety perspective
- Determine what caused things to go wrong
- Determine how best to prevent what went wrong
- Put measures in place to prevent what went wrong from happening again
- Make sure what went right happens again.

5.2 OHS Consultants

Can you hire someone to take care of all your OHS responsibilities?

- An organization can contract out some or most of its OHS responsibilities, but not all
- If an OHS consultant is hired the organization must:
 - o Check to ensure the OHS Consultant has the necessary knowledge, experience and training
 - o Require the OHS Consultant provide you with a plan outlining what they are going to do to ensure the OHS Consultant does what they said they were going to do

- Occasionally check on the work to ensure safety and compliance.

Consultant Bidding Requirements

Requirements by the Prime Consultant in submitting pricing for the current Consultant Fee Request, to be read in conjunction with all other information forwarded to the prime consultant for pricing and shall be inclusive to the Scope of Work currently being bid.

For the purposes of this call for engineering services, your firm will be responsible for completing a Site Specific Safety Plan (SSSP) for work to be completed by your firm ONLY and not the contractor unless you have engaged the contractor to perform a particular scope of work. You will need to identify work tasks required to complete the full scope of work and safety requirements mandated by OHS Act and OHS Regulations.

If you are the successful bidder for the engineering services for which you are quoting, you will be required to complete a SSSP for your work tasks. Your completed SSSP shall be forwarded to the Principal Contractor and the Department of Municipal Affairs and Environment for review. After acceptance of the SSSP, work may commence.

No Work shall start until the SSSP is accepted by the Principal Contractor and the Department of Municipal Affairs and Environment (MAE).

Completion of the SSSP, shall not be deemed as compliance with the Occupational Health and Safety Regulations and the Occupational Health and Safety Act. This document serves as a single source document that the Principal Contractor can review to fulfill their obligations under the OHS Act Section 10 – Duty of a Principal Contractor.

The SSSP must be reviewed by the prime consultant weekly for their companies specific work tasks. If any new hazards are identified, they must be addressed and the SSSP must be revised. Any changes to the SSSP or any new hazards identified must be communicated to the Principal Contractor (City, Town or Local Service District), Municipal Affairs and Environment, and the all employees working on site.

Prime Consultants are encouraged to complete the following TEMPLATE SSSP as a minimum and to add to the document if their safety procedures are in addition to the sections within this document. If you wish to include your own SSSP then it must address all sections contained within the template document.

EFFECTIVE COMMUNICATION TO THE PRINCIPAL CONTRACTOR (City, Town or Local Service District)

As per Department of Municipal Affairs and Environment circular Dated November 26, 2018, we would like to highlight the following:

Please note that Section 2.1.6 of the Prime Consultant Agreement (Revision Date: July 20, 2012) states:

2.1.6: "The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act and regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:

a) Verify, prior to issuing approval to proceed with the work, that a contractor(s) has a safe work policy and that a site specific health and safety risk assessment & management plan is in place for the project.

b) Ensure that onsite personnel under the employ of the prime Consultant have reasonable understanding of the industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken.

c) Through regular project progress meetings obtain copies of contractor documented safety plan activities at site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.

d) Identify unsafe work conditions to the contractor that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety Regulators.

The circular also indicates the following:

In an effort to ensure safety of all personnel for municipal infrastructure projects, the Department would like to bring this item to your attention and reiterate that the submission of dated (including expiry date) safety training certificates must be forwarded to the Department prior to the commencement of construction. Consultants may provide a training matrix as identified below. Please provide actual certificates if you are indicating a date of expiry or of course completion.

EXAMPLE: Employee Training Matrix

--EMPLOYEE TRAINING MATRIX

Please enter dates that training was completed

Employee	Position	WHMIS	Emerg. F/A*	Standard F/A*	Fall* Protection	Confined Space*	Trenching*	TDG*	Powerline Hazards*	Traffic Control*
Bill Smith	Equipment Operator	2019-05-12					2018-01-09		2019-12-05	
Jane White	Electrician									

*Training certificates valid for three years

Prime Consultants and/or Consultants must provide documentation from a training provider certified in Newfoundland and Labrador demonstrating that all field personnel have completed a construction awareness program (at least every three years) which must include, but not limited to, the following topics.

Currently NLCSA offers a Construction Worker Safety course (online) that meets the minimum requirement of the topics for the Construction Awareness Program. Prime Consultants and/or Consultants can check with other service providers to determine if other certified service providers have training meeting the requirements outlined below. Prime Consultants and/or Consultants should contact a service provider of their choice and ask them to provide the required training so that all of the topics below are covered.

- a) Confined Space Entry,
- b) Electrical Hazards,
- c) Fall Protection,
- d) Personal Protective Equipment – the basics,
- e) Powerline Hazards,
- f) Safe Driving – Backing Up,
- g) Scaffolding and ladder safety awareness,
- h) Standard First Aid,
- i) Trench and Excavation safety awareness,
- j) Occupational health and safety orientation, and
- k) WHMIS.

THIS DOES NOT MEAN YOU HAVE TO COMPLETE AND PROVIDE TRAINING CERTIFICATES FOR ALL OF THESE TOPICS, IT MEANS THE AWARENESS PROGRAM OF YOUR CHOICE HAS TO ADDRESS EACH OF THESE TOPICS. INDIVIDUAL COURSES MAYBE COMPLETED TO FULFILL THE OBLIGATION OR YOU MAY CHOOSE TO COMPLETE THE *CONSTRUCTION WORKER SAFETY* COURSE OFFERED ONLINE BY NLCSA. IT IS UP TO YOU TO PROVIDE THE DOCUMENTATION TO SUPPORT THE REQUIREMENT. YOUR FIRM WILL BE RESPONSIBLE FOR IDENTIFYING SPECIFIC TRAINING FOR YOUR EMPLOYEES THAT MAY REQUIRE DEPENDING ON THE WORK TASKS AND HAZARDS IDENTIFIED DURING EXECUTION OF THE SSSP.

As per Section 20 of the Occupational Health and Safety Regulations – Two or More Employers – Prime Consultants and/or Consultants shall ensure there is effective Communication between all employers on a particular work site. Given the specific duties outlined and included in the Prime Consultant Agreement it is paramount that the Prime Consultant and/or Consultant provide a means of effective communication to the Principal Contractor (City, Town or Local Service District).

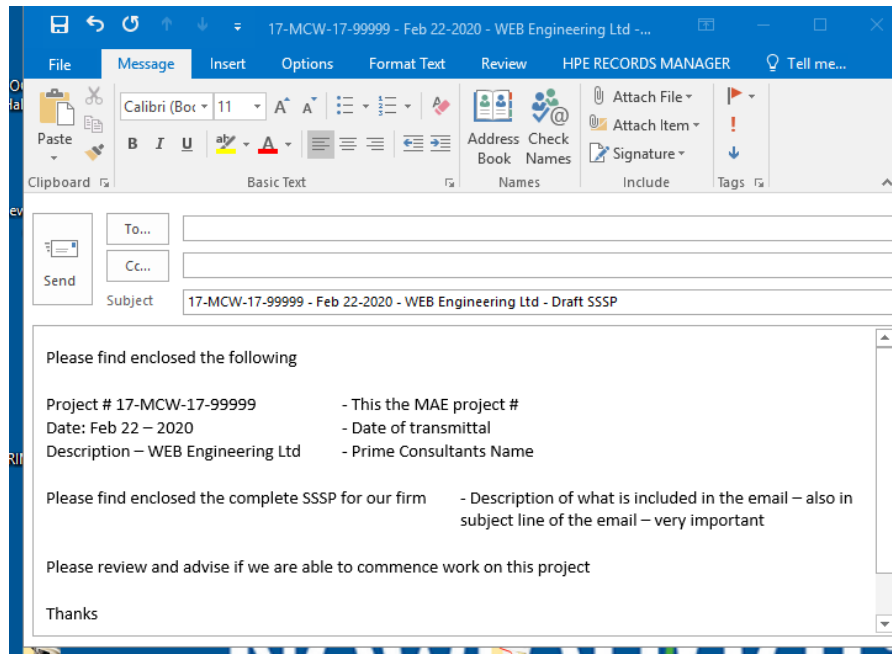
DELIVERABLES BY THE PRIME CONSULTANT TO THE PRINCIPAL CONTRACTOR & MAE

The Prime Consultant shall provide copies of all items either received from the Contractor(s) or forwarded to the Contractor(s) on the specified work site.

Such items to include but not necessarily limited to the following:

- a) Site Specific Safety Plan – for the Contractor(s)
- b) Verification by prime consultant that the Contractor(s) has an Occupational Health and Safety Manual and Policy
- c) Prime Consultants Approval for the Contractor(s) to start work after confirmation of above two items.
- d) Prime Consultants completed SSSP

- e) Any updates to the Contractor(s) Site Specific Safety Plan or the Prime Consultants SSSP as work progresses, hazards change, or employee numbers change on the work site, etc.
- f) During regular project progress meetings, copies of contractor-documented safety plan activities at site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.
- g) Any and all identified unsafe work conditions that have been forwarded to the contractor(s) on the specific site. Any identified items that on site personnel may become aware of and have reported to their respective employer. Any reports to, or site visits by OHS Division of Service NL.
- h) All directives received from OHS Division of Service NL shall be forwarded to the Principal Contractor and the Project Representative of the Department of Municipal Affairs and Environment assigned to the project.
- i) Reporting of Accidents, serious injury or fatalities shall be reported as per section 54 of the Occupational Health and Safety Act and Section 10 of the Occupational Health and Safety Regulations. All employers shall report ALL items to the Principal Contractor and to the Project Representative of the Department of Municipal Affairs and Environment assigned to the project.
 - a) Under the OHS Act an Accident shall be defined as: an incident that results in serious injury or results in a death of a person or, that had, or continues to have, the reasonable potential of causing serious injury to or the death of a person. – Please review Section 54 of the OHS Act for current interpretation.
 - b) Under the OHS Regulations a Serious Injury shall be defined as: an injury that places life in jeopardy, produces unconsciousness, results in substantial loss of blood, involves the fracture of a leg or arm but not a finger or toe, involves the amputation of a leg, arm, hand, foot, finger or toe; consists of burns to a major portion of the body or causes the loss of sight in an eye. – Please review section 10 of the OHS Regulations for current interpretation.
- j) All reporting from the Contractor(s) or Prime Consultant shall contain the following information in the **SUBJECT LINE** of the email or correspondence -
 - Project # - 17-GI-20-00029
 - Date: Please insert date of correspondence
 - Description: Please indicate CONTRACTOR (contractor name) or PRIME CONSULTANT (consultant name) – And a description of the type of correspondence as identified in the above line items.
 - Principal Contractor: Town of Twillingate



Please note that the NLCSA offers a resource library for information, samples forms, etc. This is found in the link below: Other service providers may offer other industry sample forms and information. These forms can assist in the documentation of OHS activities for items listed in the SSSP.

(Press CTRL and left Click on your mouse) for the link below

<http://www.nlcsa.com/resource/index.php>

SITE SPECIFIC SAFETY PLAN

(SSSP)

PROJECT: Water Street Water Main Replacement

PROJECT #: 17-GI-20-00029

PRIME CONSULTANT: Insert Prime Consultant Name

CONSULTANT REPRESENTATIVE (RESIDENT INSPECTOR or EMPLOYEE):

Insert Name

AND/OR

CONSULTANT CORPORATE SAFETY OFFICER (IF APPLICABLE):

Insert Name, If Applicable

Disclaimer: The information presented is intended for general use and may not apply to every circumstance. It is not a definitive guide to government regulations and does not relieve persons using this publication from their responsibilities under applicable legislation. The Department of Municipal Affairs and Environment does not guarantee the accuracy of, nor assume liability for, the information presented here and shall not be liable for any loss or damage arising out of the use of these materials or the application of the concepts set out therein. Individuals and companies are advised to seek further counseling and advice pertaining to their specific set of circumstances.

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1. INTRODUCTION

1.1 PURPOSE

This document shall constitute **(enter prime consultant or consultant name here)** Site Specific Safety Plan, in accordance with the terms of reference as received from request for pricing for Project # 17-GI-20-00029 , project description (**enter project description here**). This Site Specific Safety Plan is to be read and applied in conjunction with the existing **(enter prime consultant or consultant name here if applicable or delete sentence)** Health and Safety Program.

1.2 SCOPE OF WORK

(Enter prime consultant or consultant name here) has been contracted to **(enter description of what you have been engaged to perform on this work site for the principal contractor)**

1.3 ABBREVIATIONS AND DEFINITIONS

Contract	Project No. 17-GI-20-00029
Contractor	(ENTER PRIME CONSULTANT or CONSULTANT NAME HERE)
COR™	Certificate of Recognition
CSA	Canadian Standard Association
FLHA	Field Level Hazard Assessment
HSE	Health, Safety and Environment
MAE	Department of Municipal Affairs and Environment
NLCSA	Newfoundland and Labrador Construction Safety Association
OHS	Occupational Health and Safety
Owner	Town of Twillingate
PPE	Personal Protective Equipment
SDS	Safety Data Sheets
SSSP	Site Specific Safety Plan
SWP	Safe Work Practice/Procedure
Sub-Contractor	The party awarded work by Contractor
WorkplaceNL	Workplace Health, Safety and Compensation Commission

2. HEALTH AND SAFETY POLICY

Insert YOUR COMPANIES HEALTH AND SAFETY POLICY STATEMENT.

3. COMPREHESIVE WORKPLAN

Insert a detailed description of the work plan, which breaks the project down into steps or tasks. Consultants shall be as detailed as they wish for this entry or divide duties into tasks or milestones as they complete the work plan.

4. ORGANIZATION STRUCTURE

The purpose of this is to identify the chain of command and identify the overall responsibilities of consultant's employees at this work site:

PRIME CONSULTANT or CONSULTANT REPRESENTATIVE:

Insert Name, PH #: (709) XXX-XXXX
CELL #: (709) XXX-XXXX

AND/OR

PRIME CONSULTANT or CONSULTANT CORPORATE SAFETY OFFICER (IF APPLICABLE):

Insert Name, PH #: (709) XXX-XXXX
CELL #: (709) XXX-XXXX

SUB-CONSULTANT SAFETY REPRESENTATIVE (IF APPLICABLE add if more than one):

Insert Name, PH #: (709) XXX-XXXX
CELL #: (709) XXX-XXXX

Insert an ORGANIZATION STRUCTURE for chain of command reporting your company. Please include contact information.

Sub-Contractors (applicable or not applicable, delete if not applicable)

Sub-contractors are required to demonstrate that they meet Contractor's OHS requirements. Once approved, the applicable Sub-Contractor's employees shall participate in the orientation process and follow Contractor and Owner policies and procedures for any work carried out associated with the Work. Sub-Contractors must adhere to all site safety regulations, as per provincial and federal legislation, and must ensure compliance to all safety policies and procedures.

Sub-Contractors shall ensure that all hazards are identified, evaluated and controlled by:

- Completion of site hazard assessments and reassessment of hazards over time.
- Completion of job safety analyses for all routine work site tasks and/or procedures and reassessment of hazards as changes occur.

In addition, all incidents shall be reported and investigated by Contractor and Owner, as applicable, in conjunction with the Sub-Contractor and findings reports back to the principal contractor.

5. RECOGNITION, EVALUATION AND CONTROL OF HAZARDS

5.1 Hazard Recognition

Contractor must conduct a pre-job hazard assessment for the scope of work, identifying critical tasks and required controls. The pre-job hazard assessment is to be reviewed with Contractor

personnel and Sub-Contractor personnel during the orientation process. Contractor will revise the hazard assessment when a new work process is introduced, when a work process changes, and before the construction of significant additions or alterations to the project site. Refer to the appendices for Contractor Pre-Job Hazard Assessment.

Contractor will ensure the completion (as required) of daily FLHAs to assist supervisors and workers to safely accomplish their day-to-day activities and responsibilities through the application of hazard identification and control where the work is conducted. The FLHAs will enhance communication between workers and supervisors resulting in increased awareness.

Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, Contractor shall follow procedures in place for the refusal of unsafe work, in accordance with the *OHS Act* and Regulations. Where such a situation occurs, Owner must be notified verbally and in writing.

5.2 Hazard Evaluation

The primary objective of the hazard evaluation is to observe and correct unsafe acts and unsafe conditions which, if left unattended, may cause accidents resulting in injuries or losses. Hazard evaluation is also an effective tool to allow management to visualize their commitment to the safe operation of all activities associated with the project.

Supervisors are responsible for performing and documenting hazard evaluations within his/her area of responsibility.

The following ranking system will be used to rank hazards:

1. Determine the hazards associated with the job.
2. Rank the **exposure**:
 - 1 = unlikely: a person is exposed to the hazard 1x per job or project
 - 2 = occasionally: a person is exposed to the hazard 2 x per job or project
 - 3 = often: a person is exposed to the hazard more than 3x to 5x per job or project
 - 4 = frequently: a person is exposed to the hazard 5 or more times per job or project
 - 5 = continuous: a person is exposed to the hazard continually
3. What is the probability of occurrence:
 - 1 = unlikely to occur
 - 2 = some chance
 - 3 = could occur
 - 4 = good chance
 - 5 = will occur if not addressed
4. What are the **consequences**:
 - 1 = insignificant: a person receives a very minor injury, no damage to property.
 - 2 = first aid or minor property damage: a person administers first aid to self.
 - 3 = injury results in lost time, seeking medical air or significant property damage
 - 4 = injury results in permanent disability, serious health effects or property damage.
 - 5 = Injury results in a fatality, or there is major property damage.

5. Add the exposure, probability of occurrence and consequences to obtain the **risk rating**:

Serious (11-15) The hazard must be addressed immediately prior to the commencement of the job. Controls, including a safe operating procedure, must be in place prior to commencing the job.

Moderate (6-10) The hazard requires attention. Controls, including a safe operating procedure, should be put in place prior to commencing the job, but could be implemented once the job commences. Employees must be aware of the hazard.

Low (3-5) The hazard requires monitoring. Controls, including a safe operating procedure, are recommended.

5.3 Hazard Controls

While it is anticipated that engineering controls and administrative controls will be used as a first line of defense in eliminating or reducing the risk of exposure to workplace hazards, it will still be necessary for site personnel to wear appropriate PPE. This section will identify the engineering controls, administrative controls and PPE used on the project. Personnel are reminded that based on site hazard evaluations; revisions may, and will, be made to the level of controls implemented.

5.3.1 Engineering Controls

Well-designed work areas and the use of engineering controls can be used to control hazards. The following controls will be considered while carrying out Contractor specific work tasks:

- Machine guarding
- Traffic control
- Delineation and barriers
- Substitution, isolation or enclosure of hazard

5.3.2 Administrative Controls

In addition to engineering controls, the following administrative controls will be implemented:

- Posted site signage
- Use of safe work practices and procedures
- Training and education
- Completion of site inspections
- Completion of investigations
- Completion of toolbox talks and OHS committee meetings

5.3.3 Personal Protective Equipment

All personnel on the project site must wear PPE appropriate to the hazards present. The purpose of personal protective clothing and equipment is to shield or isolate individuals from the hazards that may be encountered while working on the project. PPE for site-specific hazards will be selected, used and maintained in accordance with manufacturer's specifications.

At a minimum, all personnel must wear the following PPE at **ALL** times:

- a) CSA approved safety boots meeting the CSA Z195 Standard
- b) CSA approved hard hat meeting the CSA Z94.1 Standard
- c) CSA approved safety glasses meeting the CSA Z94.3 Standard
- d) High visibility apparel as outlined in the OH&S Regulations

At specified times, personnel may be required to have additional PPE, including:

- a) CSA approved safety goggles
- b) Approved respiratory protection
- c) CSA approved hearing protection, where noise exceeds standards outlined in the OHS Regulations

Respiratory protective equipment may be used depending on the anticipated exposure hazard and its concentration in air. The selection, use and care of respiratory equipment will conform to Standard CSA Z94.4-11.

When necessary, each worker will complete a pre-screening questionnaire, be assigned an approved respirator appropriate for the hazard conditions and undergo a fit-test prior to use. Since facial hair compromises the fit of the face piece, all workers required to wear a respirator must be clean-shaven. Under the direction of the supervisor, and in accordance with a SWP, each worker will be responsible for the cleaning and maintenance of all assigned PPE.

Hearing protection may be used depending on the anticipated exposure to noise hazards. The performance, selection, care, and use of hearing protection devices will conform to Standard CSA Z94.2-02.

The OHS Regulations requires approved fall protection when there is a hazard of falling from a work area that is:

- a) 3 metres or more above the nearest safe surface or water;
- b) above a surface or thing that could cause injury to the worker if the worker were to fall on the surface or thing; or
- c) above an open tank, pit or vat containing hazardous material.

Fall protection can include guardrails, safety nets, temporary flooring, a fall arrest system, or another means that provides a level of safety equal to or greater than a fall arrest system. Where a fall arrest system is the chosen method, it must be assembled from various components to comply with CSA standards. A fall arrest system will at a minimum consist of a full body harness, lanyard and an anchor point. The anchor shall be capable of withstanding a force of 22.2 kN.

A worker shall not use fall protection equipment unless they complete a 2-day training program on fall protection approved by WorkplaceNL. The contractor shall ensure the fall arrest system is inspected by a qualified person before each work shift undertaken by the worker, and competently inspected as per manufacturer instructions.

Where a fall arrest system is used, Contractor will have a written fall protection plan. The plan must specify the procedure to assemble, maintain, inspect, use, and, and disassemble the fall arrest system. The plan will adhere to Owner's rescue procedure for falls at height. The fall protection plan will be submitted to Owner at least 24 hours prior to the planned use of the fall arrest system.

6. EMERGENCY REPONSE PROCEDURE

Contractor (Prime Consultant) will adhere to Principal Contractors emergency response plan including (if one exists – please discuss with the principal contractor):

- ensuring personnel are trained in accordance with the OHS First Aid Regulations, and the OHS Regulations;
- posting the names of certified first aid personnel in the site trailer; ensuring emergency response equipment is available for use, in accordance with the OHS First Aid Regulations; and
- ensuring that specific employees are assigned to and trained in the use of firefighting equipment.

A cellular telephone will be onsite at all times for Emergencies and Emergency numbers (see Appendix E) will be posted in a known area. For remote areas that have no cellular service, satellite phones is an acceptable means for emergency contact means.

Insert Emergency Rescue plan as required. Simply indicating you will call 911 or the local fire department is not considered a sound Emergency Response Procedure. Local Fire Departments need to be aware of all activities they may be asked to participate in Emergency Responses so they can inform the employer whether they have the appropriate training for the rescue being asked for. You may include written agreements with Local Fire Departments for expected emergency response procedures anticipated especially related to confined space rescue as not all fire departments are trained in confined space.

Please note Occupation Health and Safety Regulations section 38 state:

Emergency plan risk assessment

38. (1) *An employer shall conduct a risk assessment in a workplace in which a need to rescue or evacuate workers may arise.*

(2) *Where the risk assessment required by subsection (1) shows a need for evacuation or rescue, appropriate written procedures shall be developed and implemented and a worker assigned to coordinate their implementation.*

(3) *Written rescue and evacuation procedures are required for but not limited to*

- (a) *work at high angles;*
- (b) *work in confined spaces or where there is a risk of entrapment;*
- (c) *work with hazardous substances;*
- (d) *underground work;*
- (e) *work in close proximity to power lines;*
- (f) *work on or over water; and*
- (g) *workplaces where there are persons who require physical assistance to be moved.*

(4) *Where a workplace is a low risk workplace in the opinion of an employer, the employer shall post information about escape routes and conduct emergency drills he or she considers appropriate.*

7. HAZARD COMMUNICATION PROGRAM

The “right to know”, along with the “right to participate” and the “right to refuse”, are referred to as the three fundamental rights provided for in the *Occupational Health and Safety Act* and regulations. The “right to know” means that everyone in a workplace has a right to receive information needed to identify and control the hazards to which they may be exposed. Workers must know about the hazards they are likely to encounter on the job in order to protect themselves. The Consultant Representative or Consultant Corporate Safety Officer has a duty to obtain accurate and sufficient information about those hazards and communicate it effectively to the workers in their area. Workers employed by the consultant have a duty to report hazards to the Consultant Representative or Consultant Corporate Safety Officer and ask questions about any aspect of the job which they are not sure of.

By completing Hazard Assessments and conducting Safety Meetings (Tool Box Meetings) potential hazards will be communicated to workers and give them a chance to identify any hazards or concerns to the Consultant Representative or Consultant Corporate Safety Officer.

All visitors are required to check-in with the Contractor (Consultant Representative or Consultant Corporate Safety Officer). Admission to the site is at the discretion of the Contractor (Consultant Representative or Consultant Corporate Safety Officer) and is conditional upon each visitor abiding by the health and safety rules for the Site Specific Safety Plan.

8. INTERNAL RESPONSIBILITY SYSTEM

The goal of the internal responsibility system is to have all employees working together to identify and control situations (hazards) that could cause harm. Its ultimate objective is to ensure everyone integrates health and safety into their work. It is the foundation of the **Occupational Health and Safety Act**. ‘Internal’ in the responsibility system refers to both internal to each workplace as well as internal to each individual employee at that workplace. There are many advantages to recognizing and adopting the internal responsibility system:

9. It places responsibility for controlling hazards on those in the workplace, making everyone a contributor to workplace health and safety;
10. It applies everyone's knowledge to improve health and safety;
11. It is better suited to developing solutions for each workplace than traditional
12. "command and control" systems;
13. It encourages management and workers to take joint action to identify and
14. control hazards through co-management of health and safety; and
15. It promotes cooperation and motivates everyone to protect their health and safety and that of their fellow workers.

The internal responsibility system emphasizes cooperation because all employees should have the same objective - to improve health and safety. Although everyone at a workplace has shared responsibility for health and safety, the individual responsibilities are complementary, not identical. The individual duties of a manager are different from the individual duties of a supervisor, which in turn are different from the individual worker fulfilling his or her duties; but taken together, a safe and healthy workplace can be achieved. Everyone in the workplace is accountable for occupational health and safety.

9. HEALTH AND SAFETY TRAINING PROGRAM

All personnel, including Sub-Contractors, shall receive a Contractor orientation, as well as a site specific safety orientation. The Contractor orientation will be delivered in accordance with the Contractor OHS Program, including but not limited to a review of:

- a) the importance of safety on the project site;
- b) disciplinary procedures/policy;
- c) Contractor safety policies and procedures;
- d) employee's responsibilities to wear appropriate work clothing and PPE;
- e) specific job hazards and safety precautions;
- f) introduction to the OHS Committee members and their functions;
- g) employee's three (3) rights;
- h) a review of project hazards and the reporting process;
- i) safe work practices and procedures related to their job position;
- j) emergency response plan;
- k) safety training (i.e. WHMIS 2015, OHS committee, First Aid, etc.);
- l) return to work policy and procedures;
- m) generic health and safety rules;
- n) introduction to staff; and
- o) location of OHS bulletin board and other OHS information.

Contractor (Prime Consultant or Consultant) is responsible for determining the training requirements for its employees and Sub-Contractors. Any identified training shall be completed before they are permitted to work on site. Contractor to review training requirements and to obtain training for specified employees in the following areas prior to start of work. (Suggested training, please edit to suit the project safety training requirements - The training shall include, but not be limited to)

- WHMIS 2015;
- power line hazards;
- excavation and trenching;
- traffic control;
- fall protection;
- confined space entry;
- First Aid; and
- WorkplaceNL OHS committee training (if applicable depending on the number of employees on the work site).
- Contractor to Add courses as needed.

Documentation of all orientations and other training certification shall be maintained at the worksite Contractor office trailer (or other work location).

Authorized visitors shall not access the work site until they have been:

- a) notified of the names of persons responsible for implementing, monitoring and enforcing the Plan;
- b) briefed on safety and health hazards present on the site;
- c) instructed in the proper use and limitations of personal protective equipment;
- d) briefed as the emergency response protocol including notification and evacuation process;
- e) informed of practices and procedures to minimize risks from hazards and applicable to activities performed by visitors; and
- f) accompanied while on site, and provided with the appropriate PPE.

See below for Contractor Training Matrix and Certificates.

It will be the responsibility of the Contractor (prime consultant or consultant) to:

IDENTIFY ALL TRAINING REQUIREMENTS FOR THEIR WORKERS AND TO HAVE TRAINING COMPLETED PRIOR TO THE EXECUTION OF THE WORK TASK. PLEASE ATTACH COPIES OF CURRENT TRAINING RECORD, WHICH SHOULD INCLUDE TRAINING PROVIDER, DATE, AND CERTIFICATE NUMBER.

Construction Awareness Program or Construction Worker Safety (as offered by NLCSA) – Other training providers may have a similar course so please review independently - (or equivalent – **Mandatory** for all as per circular issued Nov 26, 2018)

TRAINING RECORD

EMPLOYEE'S NAME	TRAINING (Describe type of training)	TRAINING CERTIFICATE (Attached Y or N) (Applicable or not applicable)	EXPIRY DATE
Please provide	Construction Awareness Program or Construction Worker Safety (NLCSA) – Other training providers may have a similar course so please review independently - (or equivalent – Mandatory for all as per circular issued Nov 26, 2018)	Please provide	Please provide
Add rows as required			

OR

--EMPLOYEE TRAINING MATRIX

Please enter dates that training was completed

Employee	Position	WHMIS	Emerg. F/A*	Standard F/A*	Fall* Protection	Confined Space*	Trenching*	TDG*	Powerline Hazards*	Traffic Control*
Bill Smith	Equipment Operator	2019-05-12					2018-01-09		2019-12-06	
Jane White	Electrician									

*Training certificates valid for three years

10. GENERAL SAFETY RULES

The following are the Safety Rules for the project site and must be strictly adhered to.

- a) All accidents, incidents, and injuries as well as unsafe acts and conditions observed by an employee are to be reported promptly to their immediate supervisor, and not later than the end of the working day. Employees are also required to report any

concerns about poor workstation / task design and any early signs or symptoms of soft tissue injuries they may experience.

- b) First aid treatment is to be obtained promptly for any injury, and must be recorded in the First Aid Logbook.
- c) Employees shall comply with the current Occupational Health and Safety Act and Regulations.
- d) All work must be carried out according to appropriate safe work practices and safe work procedures where applicable.
- e) Employees must wear proper Personal Protective Equipment (PPE) and shall maintain and clean personal protective equipment which is issued to them.
- f) Tools are to be used only for the purpose for which they were intended. Only tools which are in good repair shall be used. Tools which are designed for use with guards and safety devices shall not be used if those guards or safety devices have been removed or tampered with.
- g) All tools or equipment which have been damaged or become worn are to be promptly tagged and taken out of service for repair or replacement.
- h) Good housekeeping practices must be maintained daily in all work areas.
- i) Employees are prohibited from arriving at work or remaining at work when their ability to perform the job safely is impaired for any reason.
- j) Horseplay, fighting, harassment of any kind, and otherwise interfering with another worker is strictly prohibited.

10.1 Disciplinary Procedures for Violation of Company's Safety Rules

10.1.1 Discipline Structure

The following are the minimum disciplinary procedures that will be adhered to. Penalties could be more severe for the first and second violation if it is determined that the Company's safety procedures were knowingly ignored.

First Violation	Verbal Warning
Second Violation	Written Warning
Third Violation	Suspension or Dismissal

If an employee who has committed a safety violation goes one year without committing any further violations, the violations then standing against the employee will be deleted.

10.1.2 Grounds for Dismissal

- a) Possession or consumption of alcohol or illegal drugs.
- b) Arriving for work or remaining at work when ability to perform the job safety is impaired.
- c) Possession of firearms.
- d) Fighting, horseplay and practical jokes.
- e) Theft and vandalism
- f) Damaging, disabling or interfering with safety, fire-fighting or first aid equipment.

11. APPENDICES

{Add or edit as required}

Appendix A – Field Level Hazard Assessment
Appendix B – Hazard Assessment Form - Checklist
Appendix C – Safety Meeting Sheets (Tool Box Meetings)
Appendix D – Emergency Phone Number
Appendix E – Job Safety Analysis
Appendix F – Safe Work Procedures
Appendix G – Worker Acknowledgement Form

Contractor to utilize others forms from their Health and Safety Manual or from other service providers such as NLCSA.

<http://www.nlcsa.com/resource/index.php>

Appendix A

Field Level Hazard Assessment – FLHA


(Typical)

Add or edit as required

<http://nlcsa.com/search/index.php?q=flha>

FIELD LEVEL HAZARD ASSESSMENT

Check off the hazards that apply to this job. List the items in the hazard column, indicate the priority ranking and identify the plans to eliminate or control on the other side of this form.

Environmental Hazards	Access/Egress Hazards	Rigging & Hoisting Hazards
<input type="checkbox"/> 1 Work area clean	<input type="checkbox"/> 19 Aerial lift/man basket (inspected & tagged)	<input type="checkbox"/> 33 Lift study required
<input type="checkbox"/> 2 Material storage identified	<input type="checkbox"/> 20 Scaffold (inspected & tagged)	<input type="checkbox"/> 34 Proper tools used
<input type="checkbox"/> 3 Dust/mist/fumes	<input type="checkbox"/> 21 Ladders (tied off)	<input type="checkbox"/> 35 Tools/sling inspected
<input type="checkbox"/> 4 Noise in area	<input type="checkbox"/> 22 Slips/trips	<input type="checkbox"/> 36 Equipment inspected
<input type="checkbox"/> 5 Extreme temperatures	<input type="checkbox"/> 23 Hoisting (tools, equipment)	<input type="checkbox"/> 37 Others working overhead/below
<input type="checkbox"/> 6 Spill potential	<input type="checkbox"/> 24 Evacuation (alarms, routes, ph.#)	<input type="checkbox"/> 38 Critical lift permit
<input type="checkbox"/> 7 Waste properly managed	<input type="checkbox"/> 25 Confined/restricted space entry permit required	
<input type="checkbox"/> 8 Excavation permit required		Electrical Hazards
<input type="checkbox"/> 9 Other workers in area		<input type="checkbox"/> 39 GFI Test
<input type="checkbox"/> 10 Weather conditions		<input type="checkbox"/> 40 Lighting levels too low
<input type="checkbox"/> 11 MSDS reviewed		<input type="checkbox"/> 41 Working on/near energized equipment
	Overhead Hazards	<input type="checkbox"/> 42 Electrical cords/tools condition
Ergonomic Hazards	<input type="checkbox"/> 26 Barricades & signs in place	<input type="checkbox"/> 43 Fire extinguisher
<input type="checkbox"/> 12 Awkward body position	<input type="checkbox"/> 27 Hole coverings identified	<input type="checkbox"/> 44 Hot work or electrical permit required
<input type="checkbox"/> 13 Over extension	<input type="checkbox"/> 28 Harness/lanyards inspected	
<input type="checkbox"/> 14 Prolonged twisting/repetitive/bending motion	<input type="checkbox"/> 29 100% tie-off with harness and anchor points identified	Personal Limitations
<input type="checkbox"/> 15 Working in tight area	<input type="checkbox"/> 30 Falling objects	<input type="checkbox"/> 45 Procedure not available for task
<input type="checkbox"/> 16 Lift too heavy/awkward to lift	<input type="checkbox"/> 31 Power lines	<input type="checkbox"/> 46 Confusing instructions
<input type="checkbox"/> 17 Hands not in line of sight	<input type="checkbox"/> 32 Hoisting or moving loads overhead	<input type="checkbox"/> 47 No training for task or tools to be used
<input type="checkbox"/> 18 Working above your head		<input type="checkbox"/> 48 First time performing the task
Severity:		Probability:
<input type="checkbox"/> 1 Imminent Danger – causing deaths, widespread occupational illness, loss of facilities		A Probable – likely to occur immediately or soon
<input type="checkbox"/> 2 Serious – severe injury/illness, property and/or equipment damage		B Reasonably Probable – likely to occur eventually
<input type="checkbox"/> 3 Minor – non-serious injury, illness or damage		C Remote – could occur at some point
<input type="checkbox"/> 4 Not applicable – N/A		D Extremely Remote – unlikely to occur
Work to be done:	Muster point:	Date:
Task location:		Permit Job #:
PPE inspected:		

FIELD LEVEL HAZARD ASSESSMENT

Identify and Prioritize the tasks and hazards below, then identify the plans to eliminate/control the hazards.

[illegible]

Please print and sign below (All members of the crew) prior to commencing work, and initial when task is completed or at the end of the shift.

Workers Name (print)	Signature	Initials

Workers Name (print)	Signature	Initials

Foreperson's Name and Signature (sign upon reviewing completed card):

Client Representative (Review) Signature: _____

Note: All names must be legible.

Appendix B

Hazard Assessment Form – Checklist

Hazard Assessment Form – Checklist

Add or edit as required

Company Name:	Location: Date/Time:
Assessment Team: Name Position	
<p>*RISK RATING</p> <p>Serious (11-15) The hazard must be addressed immediately prior to the commencement of the job. Controls, including a safe operating procedure, must be in place prior to commencing the job.</p> <p>Moderate (6-10) The hazard requires attention. Controls, including a safe operating procedure, should be put in place prior to commencing the job, but could be implemented once the job commences. Employees must be aware of the hazard.</p> <p>Low (3-5) The hazard requires monitoring. Controls, in including a safe operating procedure, are recommended.</p> <p>(N/A) Not Applicable – Currently the hazard does not exist</p>	
<p>When completing this checklist please review the types of tasks you anticipate to be performed or are performing. As a consultant you should consider the following:</p> <p>Pre-Design Stage - Site Meetings with clients, surveying, geotechnical investigations, building assessments, data collection, etc.</p> <p>Design Stage – Periodic/routine meetings with client and others during the design.</p> <p>Construction / Contract Administration Stage – Periodic/Routine meetings with the contractor, site inspections of ongoing work on an active construction site. Resident Inspection Services for daily inspections and liason with contractors site personnel and sub-trades during execution of resident inspection services.</p> <p>Final Inspection/Systems Commissioning – Determine the level of inspection required for non-energized and energized systems. Team Inspections with other consultants may be required.</p> <p>Orientation of co-workers not common to the project or specific site. Non-routine visits from other specialists or direct hire of contractors for small work tasks.</p> <p>Emergency call outs from clients for non-routine consultant activities. Hazards still exist whether the construction site is active or not.</p> <p>Check All that APPLY or ADD if new hazard is identified that is not on the list. This is not meant to be a complete list but added to give all consultants a starting point.</p>	

ITEM #	IDENTIFIED HAZARDS (ACTIVITIES AND CONDITIONS)	*RISK RATING (3-15 or N/A)	SAFETY HAZARD LOCATION AND CONTROL (Engineering, Administrative, PPE)
1	Housekeeping		
2	Working at Heights		
3	Materials and Manual Handling / Back Injuries		
4	Slips / Trips / Falls		
5	Vibration Hand Tools / and Eqpt.		
6	Collapsing Trenches during Inspections		
7	Trenching and Excavation (either during the activity or supervising the contractor)		
8	Asbestos – Naturally Occuring		
9	Asbestos – As contained within building materials		
10	Airborne fibers and materials – Dust Control		
11	Noise		
12	Hazardous Materials (GENERAL – OTHER such as mould, lead paint)		
13	Electrical Hazards – General whether below ground or within a building		
14	Overhead Hazards (Powerlines/Canopy/Overhang, etc)		

ITEM #	IDENTIFIED HAZARDS (ACTIVITIES AND CONDITIONS)	*RISK RATING (3-15 or N/A)	SAFETY HAZARD LOCATION AND CONTROL (Engineering, Administrative, PPE)
15	Underground Hazards General (Buried Wires or infrastructure)		
16	Electrical Hazards (Extension Chords)		
17	Mass Excavation (Open Pit)		
18	Excavation (Trenching)		
19	Energized Equipment (Lockout / Tagout)		
20	Waste Disposal		
21	Lighting		
22	Ventilation		
23	Extreme Temperatures (cold/hot)		
24	Radiation Exposure		
25	Gas (Toxic or Non-Life-Supporting)		
26	Flammables (Fire/Explosion)		
27	Dangerous Pressure or Steam		
28	Chemicals / Controlled Products (WHMIS)		
29	Material Storage		

ITEM #	IDENTIFIED HAZARDS (ACTIVITIES AND CONDITIONS)	*RISK RATING (3-15 or N/A)	SAFETY HAZARD LOCATION AND CONTROL (Engineering, Administrative, PPE)
30	Restricted Access/Egress		
31	Ladders		
32	Work at Heights		
33	Scaffolds		
34	Work over Water (As opposed to travel on water)		
35	Major Lifts (hoisting)		
36	Vehicles (Travel via Car, Truck)		
37	Vehicles (travel via Snowmobile, ATV)		
38	Travel over water (Boat)		
39	Travel Over Frozen Water (ATV, Snowmobile, Walking)		
40	Working Alone		
41	Communications		
42	Mobile Equipment		
43	Traffic (Pedestrian/Vehicle)		
44	Power Tools		

ITEM #	IDENTIFIED HAZARDS (ACTIVITIES AND CONDITIONS)	*RISK RATING (3-15 or N/A)	SAFETY HAZARD LOCATION AND CONTROL (Engineering, Administrative, PPE)
45	Arc Flash		
46	Confined Space Entry		
47	Forklifts		
48	Collapse Maybe not a hazard but a risk – accident waiting to happen		
49	Add Hazards if not included above		
50			
51			
52			
53			
54			
56			
57			
58			
59			
60			

Taken from Section 5.2 in the SSSP

The following ranking system will be used to rank hazards:

1. Determine the hazards associated with the job.
2. Rank the **exposure**:
 - 1 = unlikely: a person is exposed to the hazard 1x per job or project
 - 2 = occasionally: a person is exposed to the hazard 2 x per job or project
 - 3 = often: a person is exposed to the hazard more than 3x to 5x per job or project
 - 4 = frequently: a person is exposed to the hazard 5 or more times per job or project
 - 5 = continuous: a person is exposed to the hazard continually
3. What is the probability of occurrence:
 - 1 = unlikely to occur
 - 2 = some chance
 - 3 = could occur
 - 4 = good chance
 - 5 = will occur if not addressed
4. What are the **consequences**:
 - 1 = insignificant: a person receives a very minor injury, no damage to property.
 - 2 = first aid or minor property damage: a person administers first aid to self.
 - 3 = injury results in lost time, seeking medical air or significant property damage
 - 4 = injury results in permanent disability, serious health effects or property damage.
 - 5 = Injury results in a fatality, or there is major property damage.
5. Add the exposure, probability of occurrence and consequences to obtain the **risk rating**:

Serious (11-15) The hazard must be addressed immediately prior to the commencement of the job. Controls, including a safe operating procedure, must be in place prior to commencing the job.

Moderate (6-10) The hazard requires attention. Controls, including a safe operating procedure, should be put in place prior to commencing the job, but could be implemented once the job commences. Employees must be aware of the hazard.

Low (3-5) The hazard requires monitoring. Controls, including a safe operating procedure, are **recommended**

APPENDIX C

TOOL BOX MEETING

Add or edit as required

Presenter's Name: _____ Date: _____

Safety Topic: _____

Employees Attending: (See Attached Worker Acknowledgement Form)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Employee Concerns:

Action Recommended: _____ (Check when complete)

Concern	Date Complete

Supervisor's Signature: _____ Date: _____

APPENDIX D

EMERGENCY PHONE NUMBERS

Add or edit as required

EMERGENCY PHONE NUMBERS	
HOSPITAL	1-709-XXX-XXXX
FIRE DEPARTMENT	1-709-XXX-XXXX
ROYAL CANADIAN MOUNTED POLICE	1-709-XXX-XXXX
RCMP - TOLL FREE	1-800-409-7267
ENVIRONMENTAL EMERGENCIES	1-800-563-2444
INDUSTRIAL ACCIDENT REPORTING	1-709-729-4444
POISON CONTROL CENTRE, ST. JOHN'S	1-709-722-1110
CRIME STOPPERS	1-800-363-8477
OHS - MAJOR INCIDENT REPORTING	1-XXX-XXX-XXXX
CLIENT CONTACT - IN CASE OF EMERGENCY	1-709-XXX-XXXX
ADD AS REQUIRED	

APPENDIX E

JOB SAFETY ANALYSIS

Add or edit as required

The Job Safety Analysis (JSA) Process

In cases where a specific work or job tasks cannot be properly assessed for required safety measures or if the work task is new to the worker, the work task can be analyzed via the Job Safety Analysis Process. The employer is encouraged to involve more than one competent worker(s) for the evaluation as this will increase the work experience for analyzing the work steps and the hazards associated with each step.

The four basic steps are:

- 1- Selecting the Job to be analyzed
- 2- Breaking the task down into a sequence of steps
- 3- Identifying potential hazards with each step
- 4- Determining the preventative measures to overcome each of the identified hazards.

See web link:

<https://www.ccohs.ca/oshanswers/hsprograms/job-haz.html>

for assistance in completing the Job Safety Analysis form.

Job Safety Analysis Worksheet - <i>Add or edit as required</i>		
Job / Work Task:		
Analysis By:	Reviewed By:	Approved By:
Date:	Date:	Date:
Analysis By:	Reviewed By:	
Date:	Date:	
Analysis By:	Reviewed By:	
Date:	Date:	

Sequence of Steps	Potential Hazards	Incidents or Preventative Measures

APPENDIX F

Safe Work Procedures

Add or edit as required

Insert Company Safe Work Procedures as required.

APPENDIX – G

WORKER ACKNOWLEDGEMENT FORM

[illegible]