

TERMS OF REFERENCE

City of North Battleford

Request For Quote

Three-year Contract

2023-2026

Scrap Metal Recycling

Project # 06092023

INTRODUCTION AND BACKGROUND

These Terms of Reference form the basis for a Services Agreement for the removal of scrap metal from the Waste Management Facility (WMF) located approximately 2.1 km east of Territorial Drive North off Wearing Road. The landfill is open to the residents of the City of North Battleford and surrounding communities for the disposal of household and other waste products.

In the course of its operation, various metal objects are collected and stored on the Waste Management site. These items range from, but are not limited to, kitchen and other household appliances, bedrails, heaters, tin cans, tire rims, wire, metal tanks and other types of discarded metal. These items are stored onsite in designated areas away from the main landfill pit.

The WMF accepts approximately 175 metric tonnes of metal each year.

SCOPE OF PROFESSIONAL SERVICES

The purpose of this request for quote (RFQ) is to secure a contract to purchase the scrap metal for salvage. The tender will include but not necessarily be limited to supply the manpower and the machinery necessary to compact, load, and haul away the scrap metal from the City of North Battleford's WMF on a bi-annual basis or as requested by the city of North Battleford.

The RFQ services are to include the following:

1. To stipulate the purchase cost of the scrap metal to be paid to the City.
2. To provide all machinery necessary to complete the work.
3. To load the metals and haul them from the landfill site.
4. Removal of refrigerant from appliances containing refrigerant. A cost for providing this service per appliance.
5. Ensure the salvage site is clean after the salvaged material has been removed from the site.
6. To provide the City with any copies of external weigh slips from the WMF loads (both tare weights and Gross weight), in Kilograms of the weight of each and every load of scrap metal removed from the landfill site. These weights will be cross checked with the City of North Battleford Scale House Tickets.
7. To submit payment to the City of North Battleford at the tendered amount per tonne, within sixty (60) days of collecting salvaged metal from the Landfill site. This will be compared with the outgoing weights recorded using the City's WMF weigh scale. The Contractor; in a letter; must clearly explain any differences over 10%. If the differences cannot be clearly explained, the WMF measured weights will be used to calculate the amount owed.
8. The Contractor will submit a report to the City's Assistant Director that clearly indicates:
 - The material salvaged.

- The amounts salvaged.
- The price for salvage material.
- The payment amount to the City.

Work will start after being awarded the contract and will continue throughout the duration of the Contract. The Contractor will be restricted to salvaging and cleaning the recycle areas during operational hours of the WMF. The WMF is closed on public holidays and Sundays.

All documentation must be completed and sent to the Waste Management Facility Supervisor or the Assistant Director of Operations approximately 2 weeks after the work has been completed.

The Assistant Director of Operations or Landfill Supervisor may contact the Contractor for clarification on the report. The City has assigned David Prescesky as the project contact to coordinate this quote submission and liaison between the Contractor and City Hall.

SERVICES AND DATA TO BE SUPPLIED BY THE CITY

The City of North Battleford will be responsible for the following:

- To store the metals in a location that is separate from the other materials.
- To allow the successful Bidder access to the WMF site to crush and load the metal.

QUOTE CONTENTS

The Contractor's quote will be divided into the following sections in this order for easy of evaluation:

- Methodology
- Company experience
- Company equipment to be used
- Availability
- Completion of Appendix A
 - Cost of refrigerant removal per unit removed
 - Proposed metal revenue to the City, \$ per metric ton
- Safety Procedures
- A letter from WCB stating the Contractor is in good standing.
- Contractor's Insurance
- A completed copy of the City's Safety Policy form
- Miscellaneous items.

Length of Contract

The Contractor agrees that no work shall commence until they are in receipt of a notice of award authorizing the commencement of the work.

The Agreement shall begin after November 1, 2023, and shall terminate December 31, 2026 unless an extension is agreed upon by both the City and the contractor to extend the services. No work shall commence until the City of North Battleford Director of Operations, or their designate sends written notice to proceed to the winning Contractor.

The City of North Battleford hereby reserves the right to make use of any portion of scrap metal located in their WMF without invalidating the contract.

WORK SCHEDULE

The Contractor will be permitted access to the WMF during regular business hours. If the Contractor is required to coordinate subcontractors, the Contractor will be responsible for the subcontractor's actions. The City will take no responsibility for the subcontractor.

The Contractor will coordinate all work with the WMF's hours of operation.

DAMAGES

The Contractor will be responsible to repair or pay to repair any damages to public or private property created as the result of:

- Travelling to, from, or operating equipment at the WMF.
- Their equipment breakdown (i.e.: fluid leaks, equipment failure, etc.)
- Performing the recycle operations at the WMF.

SUBMISSION DETAILS

FORMAT

Applicant service providers must submit the quote in a secure and non-editable electronic format (e.g., Portable Document Format (PDF) to the e-mail account below and deliver 1 hard copy of the quote package to the address below:

cityclerk@cityofnb.ca

Quote should be addressed as follows:

Attn: Stacey Hadley, City Clerk
Re: Landfill Metal Salvage Tender
City of North Battleford
1291—101st Street P.O. Box 460
North Battleford, SK, S9A 2Y6

The one (1) copy of the Proponent's Quote, in a sealed envelope/package, marked clearly "Scrap Metal 06092023", must be received **no later than 2:00 pm (CST), Thursday September 28, 2023**

Faxed submissions will be accepted at 306-445-0411 providing a hard copy is received prior to awarding of RFQ.

Late receipt of quote packages will be returned unopened.

Questions regarding the directions for quote may be directed to Stacey Hadley, City Clerk at 306-445-1719 or via email at cityclerk@cityofnb.ca. Ms. Hadley will forward operational questions to the appropriate party and respond with answers.

QUOTE REVIEW AND ACCEPTANCE

QUOTE ACCEPTANCE PERIOD

All quotes shall be kept open for acceptance by the City of North Battleford Operation Services Department for thirty (30) days after the date of submission unless subsequently revised by addendum.

QUOTE SELECTION

To evaluate quotes, points will be awarded in accordance with the evaluation criteria outlined in Appendix B. Officials from the City of North Battleford's Operation Services Department and Finance Department will review all submitted material and rank the Contractor's quote for the work identified in the Terms of Reference.

The intent of the evaluation process is to fairly evaluate the Contractor's understanding of the project, their historical performance, equipment to be used, and proposed fees.

Once the preferred Contractor has been identified, the City of North Battleford's Operation Services Department may enter into discussions with that proponent to clarify any outstanding issues and to identify and finalize those portions of the quote, including negotiation of any changes that will form part of the final agreement.

COST OF PREPARATION/PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS

All costs incurred by a Contractor in the preparation of this quote submission, or in providing additional information necessary for the evaluation of its submission, will be borne by the Contractor.

INTENTION OF THE CITY

It is the intention of the City to obtain a quote most suitable to its interests and what it wishes to accomplish. Therefore, notwithstanding any other terms or conditions of this RFQ, the City has a right to:

- Waive any irregularity, insufficiency, or non-compliance in any quote submitted
- Accept or reject all or part of any quote
- Negotiate with a proponent to modify its quote to best suit the needs of the City
- Accept the quote that it determines to be most favourable to the interests of the City

STATEMENT OF DECISIONS AND LIMITATIONS

These Terms of Reference are not an offer by the City to enter into a contract/agreement with a responding Contractor. Only the execution of a written contract will obligate the City in accordance with the terms and conditions in such contract. These Terms of Reference represent the City's request to receive quotes from qualified Contractors.

This Terms of Reference does not commit the City to award a contract, to pay any costs incurred by the Contractor in the preparation of a quote in response to this request, or to procure or contract services or supplies. The City reserves the rights to accept or reject any or all quotes received pursuant to this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Quote if it is in the best interest of the City to do so. The City may require the selected Contractor to participate in negotiations and to submit any costs breakdowns, or other revisions of their quote, as a result of any such negotiations.

STATEMENT OF CONFIDENTIALITY

In order to protect the confidentiality of City sanctioned projects, all information obtained by the Contractor shall not be disclosed to anyone except personnel authorized by the City. As well, all public communications and/or media inquiries regarding the subject property will be made through the appropriate City Department. Under no circumstance should the Contractor disclose or discuss any information pertaining to the work to any member of the public or media without prior written approval. Breach of confidentiality may result in termination of the Contractor's contract and legal action taken.

CONTRACTOR INSURANCE

The Contractor will have a minimum five million dollars (\$5,000,000) liability insurance policy when working on this project. A copy of the policy will be included with the Contractor's RFQ.

The Contractor will have valid WCB insurance and will provide a recent clearance letter with the RFQ.

CONTRACTOR SAFETY POLICY

The Contractor will supply a copy of their safety procedures manual, if they have one, within 10 days of being awarded the contract to the City's Health and Safety Coordinator. The City's Health and Safety Coordinator will review the procedures and if necessary, contact the Contractor to make necessary changes to procedures to meet City standards.

The Contractor will fill out to the best of their ability the City's Contractor Orientation Form included in Appendix C and will send it with their quote. The City's safety coordinator may contact the Contractor for clarification of the form.

The Contractor, their employees and sub-Contractors who will be employed on this project will arrange a time to meet with the City's Health and Safety Coordinator within 2 weeks prior to proceeding with the metal salvage operation for a presentation and discussions about the City's Health and Safety Procedures.

The Contractor will ensure that they, their staff and their sub-Contractors will adhere to the City's safety policy and procedures.

CONSTRUCTION SAFETY

The Contractor shall be solely responsible for operation safety at the *site* and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislations and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of their work.

SUPERVISOR

The *Contractor* shall employ a competent supervisor and necessary assistants who shall attend the WMF while work is being performed.

The supervisor shall represent the *Contractor* at the *WMF*, and notices and instructions given to the supervisor by the *City* shall be held to have been received by the *Contractor*.

CONTRACTOR SERVICES AGREEMENT

The Contractor who receives authorization to proceed with this project will be required to enter into a formal agreement with the City of North Battleford. A copy of the City of North Battleford standard Service Provider Agreement has been provided in Appendix D.

The agreement will include but not be limited to:

- The Request for Quotes (RFQ),
- The Contractor's quote bid to the RFQ.

CONTRACTOR BUSINESS LICENSE

The selected Contractor will ensure that they have a valid and current City of North Battleford's business license during the duration of the contract.

CONTRACTOR EQUIPMENT

The *Contractor* will be permitted to store their equipment at the WMF while salvage operations are in progress and up to 60 days after salvage operations have been completed.

The Contractor will identify all pieces of equipment to be used during the salvage operations.

CONTROL AND COORDINATION OF THE SALVAGE OPERATION

The Contractor shall have total control of the salvage operation and shall effectively direct and supervise the operation to ensure conformity with this Document.

The *Contractor* shall be solely responsible for recycling, methods, techniques, sequences, and procedures and for coordinating the various parts of the *Work* under the *Contract*.

The *Contractor* shall work with the WMF Supervisor to ensure that WMF operations are not disrupted and to determine the best site to operate causing the least disruptions at the WMF and the safety of the general public.

WORK SITE

The *Contractor* shall confine machinery and equipment, storage of *recycle materials*, and operations of employees to limits indicated, by laws, ordinances, permits, and shall not unreasonably encumber the operations of the WMF. The *Contractor* shall not conduct operations in any way as to endanger the safety of the WMF staff or the public.

CLEAN UP

The *Contractor* shall maintain their WMF Work site in as tidy a condition and free from the accumulation of waste products and debris as possible.

The *Contractor* shall remove waste products and debris, other than that resulting from the salvaging and shall leave the work site clean and suitable for occupancy by the *City*. Waste material shall be disposed of in a location designated by the *City's* WMF Contractor. The areas that the Contractor has been salvaging shall be cleaned so that vehicles entering the recycled sites will not have their tire punctured by metal fragments or other waste materials.

The *Contractor* shall remove products, tools, machinery, and equipment not required for the performance of the remaining work. Prior to completion of the work, the Contractor shall remove products, tools, machinery and equipment, and waste products and debris.

DELAYS

If the Contractor is delayed in the performance of the *salvage work* by an action or omission of the *City*, or anyone employed or engaged by them directly or indirectly, then the Completion time shall be extended for such reasonable time. The Contractor shall not be reimbursed by the *City* for any cost incurred by the Contractor as the result of such delay.

If the Contractor is delayed in the performance of the salvage work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Completion Time shall be extended for such reasonable time. The Contractor shall not be reimbursed by the *City* for reasonable costs incurred by the Contractor as the result of such delay.

If the Contractor is delayed in the performance of the work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for it members by a recognized Contractor' association, of which the Contractor is a member or to which the Contractor is otherwise

bound), fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the aforementioned, by a cause beyond the Contractor's control, the contract time shall be extended. The extension of time shall not be less than the time lost as the result of the event causing the delay unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays.

The Contractor shall work as efficiently and quickly to complete the project in as timely and safe a manner as possible.

TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

For the purposes of applicable environmental legislation, the City shall be deemed to have control and management of the WMF with respect to existing conditions.

Prior to the Contractor commencing the Work, the City shall:

- Take all reasonable steps to determine whether any toxic or hazardous substances or materials are present at the Place of the Work, and
- Provide the Contractor with a written list of any such substances and materials.

The City shall take all reasonable steps to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances or materials which were at the WMF prior to the Contractor commencing the work.

Unless the Contract expressly provides otherwise, the City shall be responsible for taking all necessary steps, in accordance with legal requirements, to dispose of, store or otherwise render harmless toxic or hazardous substances or materials which were present at the WMF prior to the Contractor commencing the Work.

If the Contractor:

1. Encounters toxic or hazardous substances or materials at the WMF, or
2. Has reasonable grounds to believe that toxic or hazardous substances or materials are present, which were not disclosed by the City, or which were disclosed but have not been dealt with, the Contractor shall
3. Take all reasonable steps, including stopping the salvage work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or materials, and

4. Immediately report the circumstances to the WMF Supervisor and/or the City's Assistant Director in writing.

DEFAULT NOTICE

City's right to stop the work or terminate the contract; if the Contractor should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of the Contractor's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the City may, without prejudice to any other right or remedy the City may have, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

If the Contractor should neglect to execute the salvage work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree acceptable to the City and Contractor that sufficient cause exists to justify such action, the City may, without prejudice to any other right or remedy the City may have, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such notice.

If the default cannot be corrected in the 5 Working Days specified, the Contractor shall follow the City's instructions if the Contractor:

1. Commences the correction of the default within the specified time, and
2. Provides the City with an acceptable schedule for such correction, and
3. Corrects the default in accordance with such schedule.

If the Contractor fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the City may have, the City may

Terminate the Contractor's right to continue with the work in whole or in part or terminate the Contract.

If the City terminates the Contractor's right to continue with the Work as provided in the above paragraphs, the City shall be entitled to:

1. Take possession of the remaining materials; hire another party to finish the work by whatever method the City may consider expedient, but without undue delay or expense.
2. The City will not pay any expenses or costs, directly or indirectly for the Contractor to leave the site.

LEGISLATION

The Contractor and their subcontractors will adhere to all relevant Municipal, Provincial, and Federal legislation during the term of this Agreement.

Appendix A Quote

Scrap Metal

Freon Removal \$_____ /appliance
Scrap Metal Removal \$_____ /tonne
Other Fees \$_____ (Specify fees)

Include all requested information and completed forms

Firm Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

Address: _____

Phone/Fax: _____

E-mail: _____

Appendix B

Evaluation Criteria

1. METHODOLOGY (15 POINTS)

- Description of methodology and associated tasks.
- Proposed schedule for tasks.
- Communications and reporting scheme/plans.

2. PROFESSIONAL'S EXPERIENCE (15 POINTS)

- Technical experience associated projects of this nature.
- Experience working with public agencies.

3. SAFETY PERFORMANCE (10 POINTS)

- Review of the Contractor's safety procedures

4. PAST PERFORMANCE (15 POINTS)

- Provision of external references for related projects. Information to include project name, owner, contact person and contact telephone number.

5. FEES (45 POINTS)

- Fee's as outlined in Appendix A.

APPENDIX C

CONTRACTOR'S SAFETY ORIENTATION FORMS

Introduction: CONGRATULATIONS and WELCOME to the City of North Battleford. The City of North Battleford is committed to the well-being of our citizens, employees, service providers and their employees. With continued support and encouragement, the City strives to be a leader in Health and Safety Compliance within our community. With your help, we can achieve this goal together.

Responsibilities: The Contractor Requirements Policy outlines the responsibilities of contractors' / service providers. Failure to comply with the Contractor Responsibilities Policy could result in the termination of the Contractors business relationship with the City and the opportunity of future work consideration. Contractors are responsible their employees, Sub-Contractors and employees of the Sub-Contractor.

Discussions

ITEM	Y E S	N O	N / A	NOTES - Verify Training and Expiry Date
Harassment Policy				
Violence Policy				
Alcohol and Drug Policy				
Incident and Investigation Policy				
Hazard Ass. and Control Policy				
Worker Rights				
WCB Letter of Good Standing				
COR Verification				
Company Liability Insurance				
WHMIS				
Confined Space Policy				
Hazardous Confined Space Policy				
Hot Work Permit				
Fall Protection Policy				
Ladder Safety				
Working Alone Policy				
Traffic Policy / Requirements				
Near Miss & Incident Reporting				
General Housekeeping				
Safety Meeting Record				
Toolbox Meeting Record				
City Smoking Policy				
First Aid				
Emergency Procedures				
Evacuation Plan Established				
Muster Point:				

Personal Protective Equipment

The Contractor is Responsible to provide and ensure Personal Protective Equipment (PPE) is used at all City worksites. PPE includes but is not limited to:

____ CSA Hard Hat*	____ CSA Hearing Protection**
____ CSA Eye Protection**	____ High Visibility Clothing*
____ CSA Footwear*	____ Respirator
____ Fall Protection	____ Other: _____

* = Must be worn by all workers on all City Worksites

** = Must be with all workers on all City Worksites and used when necessary

Legal

I _____ OF _____
 (Representative) (Company Name)

As a Contractor of this workplace, I acknowledge that I have been trained on, and understand the above information, my responsibilities, and intend to work in accordance with the City of North Battleford Safety Program and all government regulations. I accept the responsibility of training my employees and enforcing these rules and procedures.

Print Company Name	Date
Print Representative Name	Print City Representative Name & Title
Representative Signature	City Representative Signature

Hardcopy to remain on file with Health and Safety Coordinator

APPENDIX D

SERVICE PROVIDER AGREEMENT

Whereas the City of North Battleford desires to hire only safety-conscious and reliable companies with a firm commitment to employ competent persons, supervisors and workers to perform work for the City of North Battleford in compliance with good industry practices and applicable legislation; and the City of North Battleford requires close coordination of all parties performing work for the City of North Battleford to reduce the likelihood of loss to all workers, equipment and plant facilities; the City of North Battleford will appoint a contract administrator for all contractual agreements with Service Providers.

(Company Name) _____ (henceforth referred to as the "Service Provider") firmly commits to workplace safety and will adhere to all and any related requirements of the City of North Battleford when performing work for the City of North Battleford:

1. Compliance with Legislation

The Service Provider shall perform all work undertaken for the City of North Battleford in compliance with all laws, regulations, standards and City of North Battleford requirements.

2. Orientation

The Service Provider shall ensure that all their employees receive site orientation and the Service Provider's area and job specific orientation prior to commencing work on the site.

3. Competent Supervisors and Workers

The Service Provider shall ensure that it only utilizes qualified and competent supervisors and workers on any work performed for the City of North Battleford. "Competent worker includes a worker who is being trained to perform a particular task or duty and who is under close and competent supervision during that training. The Service Provider agrees to keep on file and provide documentation to the City of North Battleford, upon request, records of training pertaining to supervisory duties, trade tickets or certification, job specific training, WHMIS, TDG, orientations, etc. occurring before and during the project which might pertain to completing City of North Battleford work in a healthy and safe manner.

4. Housekeeping

The Service Provider agrees to keep its work areas clean at all times and to prevent the accumulation of waste materials and rubbish. The Service Provider agrees to perform a thorough clean up at the completion of the work and remove all equipment, surplus materials and tools from the site. If this is not done in a timely and acceptable fashion, the City of North Battleford reserves the right to remove such rubbish and other items and back-charge the cost of the same to the Service Provider.

5. *Inspection of Equipment*

The Service Provider agrees to inspect all tools and equipment brought onto the site and provide documented proof of same to the City of North Battleford upon request. Copies of certification for specialized equipment (cranes, man baskets, etc) shall be provide to the City of North Battleford before such equipment is brought onto the site.

6. *Tools and Equipment*

The Service Provider agrees to provide the City of North Battleford a list of all tools and equipment it intends to bring on site to perform the work. The City of North Battleford reserves the right to inspect any and all such tools and equipment and to refuse entry onto the site should the City of North Battleford find any such items inappropriate to perform the work adequately and safely. This in no way alleviates the Service Provider's responsibilities with regards to its own tools and equipment.

7. *Hazard Assessment*

The Service Provider agrees to conduct and document a thorough hazard assessment of the work and submit the same to the City of North Battleford no later than 7 days prior to commencing work. The City of North Battleford reserves the right to insist on upgrading hazard control measures and/or altering procedures to reduce the potential for injury or loss. The Service Provider also agrees to conduct and document smaller hazard assessments during the project prior to starting any hazardous tasks. For short duration work (less than 3 days) the Service Provider shall complete a hazard assessment at the beginning of each shift.

8. *Contractor Safety Program*

The Service Provider agrees to adhere to its own and the City of North Battleford Safety program. Where inconsistency exists or arises, the higher standard deemed by the City of North Battleford shall be followed.

9. *Reporting Requirements*

The Service Provider agrees to provide copies to the City of North Battleford as soon as is reasonably possible on all required reporting mandated by legislation (i.e. dangerous occurrence, high risk asbestos work, hospitalization of injured worker etc.)

10. *Worksite Inspections*

The Service Provider agrees to conduct weekly inspections of their work areas and have copies available to the City of North Battleford upon request.

11. *Incident Investigations*

The Service Provider agrees to investigate all first aids, medical aids, lost times and near misses and submit written investigation reports to the City of North Battleford within 24 hours of the occurrence. All lost time injuries and dangerous occurrences shall be reported immediately to the City of North Battleford on a verbal basis prior to submission of a written report.

12. Tool Box Safety Meetings

The Service Provider agrees to conduct weekly safety meetings (15-30 minutes) and have copies of the meeting minutes and attendance forwarded to the City of North Battleford. If requested, the Service Provider agrees to designate an individual to participate in a joint worksite Occupational Health and Safety Committee if and when one exists.

13. Personal Protective Equipment

The Service Provider agrees to supply and have available at the worksite all basic and specialized personal protective equipment that may be required to safely perform the work. The Service Provider shall ensure that all workers required to use personal protective equipment are trained in its care, use, maintenance and limitations.

14. Critical Work

The Service Provider will provide and follow a permit system when performing any hazardous critical tasks (e.g., excavating, confined space entry, hot work, work near high voltage lines, pressure testing, critical lifts, etc.)

15. Controlled Products

The Service Provider agrees to have MSDS sheets on site for all controlled products used on site. The Service Provider will provide copies of the MSDS sheets to the City of North Battleford upon request.

16. Records and Statistics

The Service Provider agrees to compile and submit to the City of North Battleford monthly statistical reports of all incidents including lost time injury frequencies and severity rates.

17. WCB Information

All City of North Battleford Service Providers must be registered with the WCB. If so requested by the City of North Battleford, the Service Provider agrees to submit a copy of their WCB Statement of Injury Costs Supplement for the current and previous two years.

18. Audits

The Service Provider agrees to succumb to periodic safety audits conducted by the City of North Battleford. In so doing, the Service Provider shall make all of its safety documentation records available for review along with making available for short interviews the required number of supervisors and workers. The Service Provider agrees to proactively work to continuously improve its safety program per the recommendations of the City of North Battleford auditors.

19. Subcontractors

The Service Provider shall make all subcontractors aware of the provisions of this agreement and ensure that all their subcontractors and agents abide by the provisions herein.

20. Stopping Work

The City of North Battleford reserves the right to stop the performance of any City of North Battleford work at any time that it feels, in its sole opinion, that the work or the manner in which work is performed is creating unacceptable risk to any parties on the

City of North Battleford worksites. The City of North Battleford reserves the right to terminate any contract with any Service Provider for poor safety performance or failure to adhere to any of the provisions of this agreement. The City of North Battleford shall not be liable for any loss (financial or otherwise) incurred by the Service Provider for work performed up to and including the date of termination and reserves the right to let the remainder of the contract to another suitable party.

21. Enforcement Policy

The Service Provider will be responsible to enforce the disciplinary policies outlined in their Safety Program or Operating Procedures and will make copies available of such to the City of North Battleford upon request. The City of North Battleford reserves the right to have any of the Service Provider's employees or agents removed and / or banned from any City of North Battleford site for blatant disregard of site rules or safety requirements.

22. First Aid

The Service Provider agrees to ensure that all of its employees and agents immediately report all first aids and other injuries. First aid records will be maintained by the Service Provider for the duration of the project and kept on file for a period of at least 5 years following the completion of the project. The City of North Battleford may request copies of all or part of the first aid records during the project or during the filing period of 5 years.

23. Additional Terms

The Service Provider agrees to adhere to any additional safety requirements stipulated by the City of North Battleford which may arise due to unforeseeable circumstances which might result in unacceptable risk to workers, equipment or facilities (e.g., fires, act of God, extreme inclement weather conditions etc.)

The Service Provider acknowledges and agrees to abide by the terms and conditions of this agreement.

Executed this _____ day of _____, _____ on behalf of

_____ (Service Provider Company Name)

_____ (Service Provider Representative -
Print Name and Position)

Per:

_____ (City of North Battleford Representative
- Print Name and Position)

Per:

- (Acting Contract Administrator
- Annual Pre-Qualification)

_____ (City of North Battleford Representative
- Print Name and Position)

Per:

(Witness)