



# North Battleford

Treaty Six Territory | Heartland of the Métis | Saskatchewan | Canada

# 2026

## EQUIPMENT STORAGE BUILDING - WMF



**RFP#:2026-08-05**

**Issue Date: August 6, 2026**

**Closing Time:  
4:00 pm September 1, 2026**

**Times listed are to be considered CST  
(Saskatchewan time)**

**City of North Battleford**

1291- 101st Street

PO Box 460

North Battleford, SK

S9A 2Y6

## SUMMARY OF KEY INFORMATION

|                            |                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RFP TITLE</b>           | <b>EQUIPMENT STORAGE BUILDING - WMF</b><br>RFP#:2026-08-05<br>Proponent must use this title on all correspondence.                                                                                                                                                                                                                                       |
| <b>CONTACT PERSON</b>      | The point of contact for this RFP is:<br><br><b>City Clerk's Department</b><br><b>City of North Battleford, SK, Canada</b><br><b>E-mail: <a href="mailto:tenders@cityofnb.ca">tenders@cityofnb.ca</a></b><br><b>Phone: 306-445-1700</b>                                                                                                                  |
| <b>INQUIRIES</b>           | Please direct all inquiries by email to the contact person.<br>Inquiries received by any other means may not be answered.                                                                                                                                                                                                                                |
| <b>SUBMISSION DEADLINE</b> | <b>Saskatchewan time 4:00 pm September 1, 2026</b> , or as amended by addendum.                                                                                                                                                                                                                                                                          |
| <b>SUBMISSION LOCATION</b> | Proposals are to be submitted to:<br><br><b>EQUIPMENT STORAGE BUILDING - WMF</b><br><b>RFP#:2026-08-05</b><br><br><b>City Clerk's Department</b><br>City of North Battleford<br>1291- 101 <sup>st</sup> Street<br>PO Box 460<br>North Battleford, SK<br>S9A 2Y6<br><br><b>via email to: <a href="mailto:tenders@cityofnb.ca">tenders@cityofnb.ca</a></b> |

## Table of Contents

|                                                         |          |
|---------------------------------------------------------|----------|
| <b>SECTION 1 Summary of the Opportunity .....</b>       | <b>1</b> |
| 1.1 Project Description .....                           | 1        |
| 1.2 Invitation .....                                    | 1        |
| <b>SECTION 2 INSTRUCTIONS TO PROPONENTS .....</b>       | <b>1</b> |
| 2.1 Timetable.....                                      | 1        |
| 2.2 Registration .....                                  | 1        |
| 2.3 Inquiries.....                                      | 2        |
| 2.4 Site Visit .....                                    | 2        |
| 2.5 Opening of Proposals.....                           | 2        |
| 2.6 Number of Proposals .....                           | 2        |
| <b>SECTION 3 Responses to the RFP.....</b>              | <b>2</b> |
| 3.1 Proposal Submissions.....                           | 2        |
| 3.2 Proposal Checklist .....                            | 3        |
| 3.3 Project Specific Scope of Work & Deliverables ..... | 4        |
| 3.4 Health & Safety, WCB.....                           | 4        |
| 3.5 Terms of Payment.....                               | 4        |
| <b>SECTION 4 Evaluation of Quotes .....</b>             | <b>4</b> |
| 4.1 Evaluation Committee .....                          | 4        |
| 4.2 Evaluation Criteria .....                           | 4        |
| 4.3 Experience .....                                    | 5        |
| 4.4 Proposal Detail.....                                | 5        |
| 4.5 Methodology.....                                    | 5        |
| 4.6 Timelines / Schedule .....                          | 5        |
| 4.7 Past Performance .....                              | 5        |
| 4.8 References.....                                     | 5        |
| 4.9 Interview .....                                     | 5        |
| 4.10 Demonstration .....                                | 6        |
| 4.11 Points for Costs .....                             | 6        |
| 4.12 Additional Information .....                       | 6        |
| <b>SECTION 5 Contract.....</b>                          | <b>6</b> |
| 5.1 Contract.....                                       | 6        |
| <b>SECTION 6 Standard Terms and Conditions .....</b>    | <b>8</b> |
| 6.1 Definitions.....                                    | 8        |
| 6.2 Acceptance of Terms and Conditions .....            | 9        |
| 6.3 Proposals .....                                     | 9        |
| 6.4 Proponents' Proposal Expenses .....                 | 12       |
| 6.5 City's Rights .....                                 | 13       |
| 6.6 Health and Safety.....                              | 16       |
| 6.7 Legal Matters.....                                  | 17       |
| <b>Appendix A – Scope of Work \$ Deliverables.....</b>  | <b>1</b> |
| <b>Appendix B - Proposal Submission Form.....</b>       | <b>3</b> |
| <b>Appendix C - Declaration of Disclosure .....</b>     | <b>4</b> |
| <b>Appendix D - Service Provider Agreement.....</b>     | <b>5</b> |

## SECTION 1 SUMMARY OF THE OPPORTUNITY

### 1.1 Project Description

The purpose of this Request for Proposals is to solicit proposals with pricing to construct an equipment storage building at the Waste Management Facility (WMF). The building is intended to provide storage for the equipment used at the WMF. We are considering 3 building sizes that are approximately 60x80, 60x100 and 60x120 feet from which one building will be selected. Similar size buildings capable of storing the equipment of other sizes will be considered. All buildings must have at least 20 feet of vertical internal clearance. The building type is to be metal clad, and the contractor can propose the type of framing (e.g. steel, post-frame).

### 1.2 Invitation

The City invites any company (or teams of companies) that is interested in constructing this building as laid out in "Appendix A – Scope of Work" section of the RFP, to submit a proposal.

## SECTION 2 INSTRUCTIONS TO PROPONENTS

### 2.1 Timetable

The table below outlines the City's proposed timetable for the RFP.

| Task               | Date                      |
|--------------------|---------------------------|
| Issue Date for RFP | August 6, 2026            |
| Site Visit         | August 19, 2026           |
| RFP Close Date     | 4:00 pm September 1, 2026 |
| RFP Award Date     | September 15, 2026        |

The City reserves the right to modify the above schedule. All changes will be made by addendum.

### 2.2 Registration

Interested Proponents will receive addendums (if issued) from SaskTenders if registered at SaskTenders.ca. Proponents may be forwarded addendums from the City Clerk's Department if time permits. It will be the sole responsibility of the Proponent to monitor SaskTenders.ca and the City of North Battleford website (<https://www.cityofnb.ca/our-city-government/tenders-and-bids/>) to ensure no addendums have been uploaded for inclusion in their Proposal.

Contact the City Clerk's Department to be placed on the bidders list.

City Clerk's Department  
1291 – 101 Street  
North Battleford, SK  
Email: [tenders@cityofnb.ca](mailto:tenders@cityofnb.ca).

## 2.3 Inquiries

All inquiries are to be directed to:

City Clerk's Department  
1291 – 101 Street  
North Battleford, SK  
Email: [tenders@cityofnb.ca](mailto:tenders@cityofnb.ca).

The City Clerk's Department will record all inquiries and forward inquiries to the appropriate people to provide answers. Answers to inquiries will be provided through the City Clerk's Department. All inquiries and responses may be distributed to all Proponents who acknowledge interest in responding.

Any discrepancies or omissions in the RFP, or questions about the meaning or intent of sections within the RFP, should be brought to the immediate attention of the City Clerk's Department. If an amendment is deemed necessary by the City, an amendment will be issued accordingly.

Any communication not directed through the City Clerk's Department will not be part of the RFP documents and cannot be relied upon by a Proponent when submitting a bid.

If the City Clerk's Department must be contacted by phone, please call City Hall at 306-445-1700 and ask to speak to a person in the City Clerk's Department.

## 2.4 Site Visit

1. The City will host a Site Visit August 19, 2026.
2. Contact for the Site Visit is:

Todd Olexson, Environmental Manager  
Phone: 306-445-1722  
Email: [tolexson@cityofnb.ca](mailto:tolexson@cityofnb.ca)

3. The Site Visit is not mandatory but is recommended. The site visit will provide the proponent an understanding of the facility layout and a better understanding of the scope of work involved. The City will assume that any proponent submitting a Proposal will be familiar with the condition and layout of the facility, equivalent to if they have or have not participated in the Site Visit.

## 2.5 Opening of Proposals

The City will open Proposals in private.

## 2.6 Number of Proposals

Proponents may submit multiple Proposals. Each Proposal should be mutually exclusive and submitted separately.

# SECTION 3 RESPONSES TO THE RFP

## 3.1 Proposal Submissions

Submissions are to be made on or before 4:00 pm September 1, 2026, Saskatchewan time.

Any submissions received after the stated Closing Time will not be accepted.

Proponents may submit a Proposal either by email or in a hard copy, as follows:

**3.1.1. Emailed to [tenders@cityofnb.ca](mailto:tenders@cityofnb.ca)**

Emailed submissions must include:

- the RFP title in the email Subject Line,
- PDF, Microsoft Word, or Microsoft Excel document(s) containing the Proponent's Proposal.

Proponents are encouraged to contact the City Clerk's Department at 306-445-1700 to confirm the email has been received prior to the Closing Date and Time.

**3.1.2. Delivered to:**

Attention: City Clerk's Department  
City Hall  
Box 460  
1291 – 101 Street  
North Battleford, SK S9A 2Y6

If the Proponent chooses to submit hard copy, the submission must:

be in a sealed envelope labelled with the Proponent's name and RFP title; and

include three official paper copies of the Proponent's Proposal, or one official paper copy and a USB memory stick including all the documents (PDF, JPEG, Microsoft Office) containing the Proponent's Proposal.

Proponents are responsible to ensure submissions are received prior to the Closing Date and Time.

**3.2 Proposal Checklist**

Proposals should contain the following information:

- a) Proposed building, foundation type and electrical services (as per Appendix A)
- b) Insulation and heating options (which may be staged for completion at a later date)
- c) Schedule of proposed work
- d) Examples of past projects
- e) References/warranty
- f) Detailed costs of the Building, Electrical, Insulating, and Heating (total and per square foot)

### 3.3 Project Specific Scope of Work & Deliverables

Refer to Appendix A -.

### 3.4 Health & Safety, WCB

The successful Proponent is required to conform with the Occupational Health and Safety Act related to the performance of the Contract. In addition, the successful Proponent will be required to supply to the City of North Battleford a valid Clearance Certificate issued by the Saskatchewan WCB, or if applicable, a letter from WCB verifying Independent Operator's Status.

### 3.5 Terms of Payment

The successful Proponent shall be reimbursed per their proposal. Requirements for invoices are:

- successful Proponent's invoice number.
- City's Purchase Order (PO) number.
- Project Title; and
- a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date, and a total of these amounts for each task.

Invoices for this project may be progressed monthly or at the end specific accomplishments (e.g. framing, lockup, electrical). Invoices will include specific millstones described in the proposed schedule of work that have been completed.

## SECTION 4 EVALUATION OF QUOTES

### 4.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an Evaluation Committee.

The evaluation is confidential and will not be published or shared with other Proponents or the public.

### 4.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate all Proposals to determine which Proposal is the most advantageous for the City. Proposals will be evaluated on the following criteria:

| Description                                    | Score<br>(Max Points) | Weight (%) |
|------------------------------------------------|-----------------------|------------|
| Proposal Detail, Work Methodology and Schedule | 5                     | 20         |

|                                      |   |      |
|--------------------------------------|---|------|
| Experience                           | 5 | 20   |
| Past Performance/References/Warranty | 5 | 20   |
| Financial Considerations             | 5 | 40   |
| <b>Total</b>                         |   | 100% |

Any score with 1 point or less is an automatic disqualification, regardless of the total score.

The Evaluation Committee will not be limited to the criteria above and may consider other criteria that is deemed relevant during the evaluation process.

#### **4.3 Experience**

Proposal should demonstrate knowledge of the all aspect of constructing a building of this type including insulating heating and electrical.

#### **4.4 Proposal Detail**

Proposal Detail must be sufficient for the Selection Committee to determine if the Proposal meets the minimum requirements of the goods and services to be procured under this RFP.

#### **4.5 Methodology**

The method the Proponent proposes to undertake the work will be evaluated to determine if the Proponent has in place processes, procedures, and approvals necessary to undertake the work and outline how much work the City is expected to do.

#### **4.6 Timelines / Schedule**

Key points to highlight would include indicating if the Proposal meets the desired/required timelines, if the proposed schedule is realistic. The Evaluation Committee will also determine which of the Proponents' proposed timelines/schedules best meets the City's needs.

#### **4.7 Past Performance**

Evaluation of any Proponent will consider previous business relations with the City of North Battleford.

#### **4.8 References**

The City has the right to contact references provided by a Proponent at any time during the evaluation process. References may be contacted by phone and/or in writing, and any information received will be used to assist the Evaluation Committee in assessing a Proponent's capacity and capability to provide the Services outlined in this RFP.

#### **4.9 Interview**

Proponents may be interviewed prior to the final awarding of the Contract.

#### **4.10 Demonstration**

The Demonstration of the Proponent to use equipment (software) will be considered by the Evaluation Committee.

#### **4.11 Points for Costs**

Points will be awarded for costs as follows:

$$Points = 5 * \frac{Lowest\ Proposal\ Cost}{Proposal\ Cost - Lowest\ Proposal\ Cost}$$

#### **4.12 Additional Information**

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal. The Evaluation Committee may make requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in its evaluation of a Proposal.

### **SECTION 5 CONTRACT**

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#### **5.1 Contract**

By submitting a proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the City for the work substantially the same set out in Appendix A -, which forms part of this RFP, and such other terms and conditions to be finalized to the satisfaction of the City, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent, and the subsequent full execution of a written Contract, will constitute a Contract for the goods or services. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

##### **5.1.1. Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent, or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

##### **5.1.2. Business License**

To perform work in the City, a Proponent must have a current business license from the City of North Battleford. If the Proponent does not currently have a current business licence from the City of North Battleford, they must indicate in the Proposal that they will acquire one prior to the City paying any invoice issued by the Proponent.

##### **5.1.3. Service Provider Agreement**

Upon entering into a Contract to provide goods and or services to the City, including construction, every contractor, contractor's sub-contractor, and supplier will sign and submit a Service Provider Agreement as attached to this RFP.

It is the responsibility of the contractor or supplier to have their sub-contractors and/or suppliers sign the agreement and provide it to the City.

#### **5.1.4. Insurance**

Without restricting the generality of indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the Contract, and through any subsequent maintenance period. The Proponent shall provide the City of North Battleford with proof of insurance in the form of a certificate of insurance or, if required by the City, a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the City prior to commencement of any work being performed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent, until 90 days after written notice by registered mail of such change, or if cancellations have been delivered to the City of North Battleford. Contractors shall provide the City evidence that all sub-contractors performing work on the Project have the same types and amounts of coverages as required herein, or that the sub-contractors are included under the bidder's policy.

There are to be no lapses in insurance at any time during the Contract. Failure for the Proponent to keep or maintain its certificate of insurance current will result in the Contract being terminated.

The Proponent must, without limiting the Proponent's obligations or liabilities, and at the Proponent's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Saskatchewan in forms and amounts acceptable to the City.

The following are the minimum insurance requirements of the City of North Battleford, in Canadian dollars:

##### **1. Commercial General Liability**

The policy shall provide coverage for Bodily Injury, Property Damage, and Personal Injury and shall include, but not be limited, to:

- a) a limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
- b) the addition of the Corporation of the City of North Battleford as an additional insured with respect to the operations of the Named Insured.
- c) a provision for cross liability and severability of interest in respect of the Named Insured.
- d) non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- e) course of construction (builders' risk) Insurance covering the full replacement value of the project during construction.
- f) products and completed operations coverage.
- g) broad Form Property Damage.
- h) Contractual Liability.
- i) Owners and Contractors Protective.

- j) provide 30 days' prior notice of cancellation; and
- k) Professional Liability Insurance.

The proponent shall take out and keep in force Professional Liability insurance of \$5,000,000 providing coverage for acts, errors, and omissions arising from their professional services performed under this Agreement. The policy deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Saskatchewan and acceptable to the City of North Battleford.

2. Automobile Liability Insurance (*only applicable if an on-site visit is planned*)

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Saskatchewan, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect to the use or operation of vehicles owned, operated, hired, or leased by the contractor.

3. Primary Coverage

The Proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.

4. Certificate of Insurance

The Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days (about one and a half weeks) prior to contract commencement.

## SECTION 6 STANDARD TERMS AND CONDITIONS

### 6.1 Definitions

Throughout this Request for Information, the following definitions apply:

**"Addenda"** means all additional information regarding this RFP including amendments to the RFP.

**"Submission Location"** includes the location or email address for submissions.

**"Submission Time"** means the closing time and date for this RFP.

**"Contract"** means the written agreement resulting from the RFP executed by the City and the successful Proponent.

**"Contractor"** means the successful Proponent of the RFP who enters into a Contract with the City.

**"City"** means the City of North Battleford.

**"Evaluation Committee"** means the representatives of the City of North Battleford tasked with reviewing responses.

**"Must" or "Mandatory"** means a requirement that must be met in order for a proposal to receive consideration.

**"Proponent"** means a person or entity (excluding its parent, subsidiaries, or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP.

**“Proposal”** means a written response to the RFP that is submitted by a Proponent.

**“Request for Proposal” or “RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules, or exhibits and as may be modified in writing from time to time by the City by Addenda.

## **6.2 Acceptance of Terms and Conditions**

Submitting a proposal indicates acceptance of all the terms and conditions set out in this RFP, including those that follow, and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and the statements and representations in the Proponent’s proposal. If electronic submissions are to be accepted, then a scanned copy of the Proposal Submission Form included in this RFP, including a signature of an authorized representative of the Proponent which confirms the Proponent’s intent to be bound, is acceptable.

## **6.3 Proposals**

### **6.3.1. Submission Proposal and Deadline**

1. Proposals must be submitted before Closing Time to the City as outlined in the Instructions to Bidders section of this RFP using one of the submission methods set out. The Proponent is solely responsible for ensuring that the City receives a complete proposal, including all attachments or enclosures, before the Closing Time. Please notify the specified contact if alternative methods of delivery for proposal documents are required.
2. For electronic submissions:
  - a) The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time.
  - b) The City’s email system accepts email attachments up to a maximum size of 15MB total. Emails with attachments larger than this will be undelivered. Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the City’s internet service provider.
  - c) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same proposal. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may send multiple emails to reduce attachment file size to be within the maximum applicable size. Proponents should identify the order and number of emails which comprise the email proposal submission (e.g., “email 1 of 3, email 2 of 3...”).
  - d) For email proposal submissions sent through multiple emails, the City reserves the right to seek clarification or reject the proposal if the City is unable to determine which documents constitute the complete proposal.
  - e) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted, and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not

corrupted. The City may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.

- f) For email proposal submissions, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number, and the project or program title.
- g) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal, including any attachments, before Closing Time.
- h) The Proponent bears all risk associated with delivering its proposal by electronic submission including, but not limited to, delays in transmission between the Proponent's computer and the City's email system.
- i) While the City may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the City's electronic mail system rejects an email proposal submission for any reason and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the City's Contact listed in the Instructions to Bidders section of this RFP to confirm receipt of the email if:
  - i) the Proponent's email proposal submission is rejected by the City's electronic mail system; or
  - ii) the Proponent does not receive a response email from the City confirming receipt of the email and all attachments one hour prior to the closing time of the RFP.
- j) An alternate submission method may be made available, at the City's discretion, commencing one half hour before the Closing Time. It is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative submission method will be available, or that the alternative submission method will ensure that a Proponent's proposal is received before Closing Time.

### **6.3.2. Completeness of Proposal**

By submitting a proposal, the Proponent understands that, if the RFP is to design, create, or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal, or will be provided by the Contractor at no additional charge.

### **6.3.3. Proposal Amendment or Withdrawal**

Proposals may be changed by written amendment if received before the Closing Time, but not after. The amendment must include:

- a cover letter explaining what is to be changed, duly signed by the authorized signatory of the Proponent.

- any documents to be substituted, clearly marked with a date and initialed; and
- any additional documents.

Proposals may be withdrawn in writing if received before the Closing Time, but not after. In the case of physically delivered Proposals, if the Proponent does not pick the submitted proposal package when delivering the letter of withdrawal, the City will not open the proposal package and will keep it for 5 business days for the Proponent to pick up. If the proposal package is not picked up after 5 business days, the unopened proposal package will be destroyed. In the case of emailed submissions, the City Clerk's Department will delete the submission without printing or circulation.

#### **6.3.4. Proposal Documents and Site Examination**

Proponents, by submitting a response to the RFP, are deemed to have carefully examined the RFP, including all attached Schedules and other attached documents, prior to preparing and submitting a Proposal, with respect to any and all facts.

All Proponents, before submission of their proposal, will have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work.

Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify the City. If required, an addendum will be issued for clarification.

#### **6.3.5. Compensation**

All prices, fees, shall quoted in the proposal shall:

- include all applicable taxes, duties, costs of packing, transportation and other charges, unless otherwise expressly stipulated in the proposal.
- be in Canadian (CAD) funds.
- remain firm and irrevocable and open for acceptance by the City for a period of 120 calendar days after the Official Closing Time indicated in this RFP; and
- be firm, if awarded, for the duration of the contract.

#### **6.3.6. Addendum**

If the City determines that an amendment is required to the RFP, the City will issue a written addendum, which will be posted electronically through:

- SaskTenders, and/or
- the City website.

It is the responsibility of the Proponent to verify if any addendums have been posted.

The City reserves the right to revise this RFP up to the Proposal Submission Date. When the City issues an addendum two business days or less prior to the Proposal Submission Date, the City will extend the closing date to allow Proponents a minimum of three business days to revise and submit their proposals.

All terms and conditions which are not modified by addendum shall remain unchanged.

By submission of a Proposal to the City, the Proponent is deemed to have received, accepted, and understood the entire RFP, including any and all addendums. Proponents will need to acknowledge that they have addressed all addendums issued in their proposal.

### **6.3.7. Submissions are Owned by the City**

All submissions become the property of the City at Closing Time and will not be returned to the Proponent unless withdrawn by the Proponent prior to the Closing Time. All submissions are considered to contain confidential business information of the Proponent and will be held in confidence by the City unless otherwise required by the laws applicable to the Province of Saskatchewan. Proponents should be aware the City is subject to Municipal Freedom of Information and Protection of Privacy Act.

## **6.4 Proponents' Proposal Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs of preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **6.4.1. Proposal Evaluation Criteria**

Proposals will be assessed in accordance with the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent. The City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members of the City and others, when applicable. The Evaluation Team will contact Proponents for interviews if they deem necessary.

The City reserves the right to shortlist Proponents to a number of the top scoring Proponents. These short-listed Proponents must be prepared to:

- answer questions on their proposal submission.
- clarify their proposal, including a written response to a request for clarification, which shall then form part of the Proponent's proposal.
- cooperate with the City with respect to interview scheduling, if required; and any other requirements as requested by the City.

The lowest cost or highest scoring proposal will not necessarily be accepted.

### **6.4.2. Resource Commitments**

The successful Proponent must make available the appropriately skilled workers, consultants, or subcontractors, as appropriate, to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill, and efficiency to meet the City's project deadlines. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses, and certifications where necessary.

### **6.4.3. Subcontractors**

Unless the RFP states otherwise, the City will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity which will be the Proponent, being the company or individual with the sole responsibility to deliver the services under the Contract. The City will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP, or a relationship with any employee, contractor, or representative of the City involved in preparation of the RFP, participating on the evaluation committee, or through the administration of the Contract.

If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the City's Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest, either actual or potential, with respect to the RFP.

## **6.5 City's Rights**

### **6.5.1. Submission of a Response Does not Create Contract A**

This RFP process is not intended to create a formally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising from this process.

No legal obligation regarding the procurement of any good or service shall be created between the Proponent and the City.

### **6.5.2. Cancellation of RFP**

The City reserves the right to cancel the procurement of goods and service outlined in this RFP at any time, including rejecting of all Proposals, up to the execution of a contract with a proponent.

### **6.5.3. Disqualification of Proposals**

Proposals which are incomplete or do not meet any of the requirements specified, or are received after the Proposal Submission deadline, as received by the City on the date, time, and place as outlined in this document, will not be considered. Proponents are solely responsible for ensuring that proposals are delivered as required.

### **6.5.4. Legal Entities**

The City reserves the right in its sole discretion to:

disqualify a proposal if the City is not satisfied that the Proponent is clearly identified.

request, prior to entering into a Contract with a Proponent, that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name

and identification) and certification in a form satisfactory to the City that the Proponent has the power and capacity to enter into the Contract; and

not enter into a Contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal.

#### **6.5.5. Past Legal Action (Litigation)**

In addition to any other provision of this RFP, the City may, at its absolute discretion, reject the Proposal of a Proponent (or any office or director of the Proponent submitting the Proposal) if it is, or has been, engaged directly, or indirectly, in legal action against the City, its elected or appointed officers, representatives, or employees in relation to any matter, or, if the City has initiated legal action against any officers or directors of the Proponent.

#### **6.5.6. The City's Right to Accept or Reject**

The City of North Battleford reserves the right to reject any or all Proposals, including, without limitation, the lowest RFP, and to award the Contract to whomever the City of North Battleford in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary, nor anything contained in the Contract documents or herein.

The City of North Battleford shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparing of its Proposal.

Without limiting the generality of the foregoing, the City of North Battleford reserves the right, in its sole and absolute discretion, to accept or reject any proposal which, in the view of the City of North Battleford is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the City of North Battleford considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the City of North Battleford.

Criteria which may be used by the City of North Battleford in evaluating proposals and awarding the Contract are in the City of North Battleford's sole and absolute discretion, and, without limiting the generality of the foregoing, may include one or more of: price, total cost to the City of North Battleford, reputation, claims history of the Proponent, qualifications and experience of the Proponent and its personnel, quality of services and personnel proposed by the Proponent, ability of the Proponent to ensure continuous availability of qualified and experienced personnel, the Project Schedule and Plan, the proposed Labour and Equipment, and the proposed Supervisory Staff.

Should the City of North Battleford not receive any proposal satisfactory to the City of North Battleford in its sole and absolute discretion, the City of North Battleford reserves the right to re-advertise the Request for Proposal or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Proponents.

#### **6.5.7. Discrepancies in Proponent's Financial Proposal**

If any discrepancies, errors, or omissions in pricing submitted are found in the Proposal, the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted. In particular:

1. if there is a discrepancy between the unit price and the extended total, then the unit price shall be deemed correct, and corresponding correction will be made to the extended total.
2. if a unit price has been given, but the corresponding extended total has been omitted, the extended total will be calculated from the unit price and estimated quantity; and
3. if the extended total has been given, but the corresponding unit price has been omitted, then the unit price will be calculated using the extended total and the estimated quantity.

#### **6.5.8. Negotiations**

The City may award the Contract on the basis of initial Proposals received without further discussions. Therefore, each Proposal should contain the Proponent's best terms and information, including all required documentation, as listed in the RFP. The City reserves the right to enter into discussions or negotiations with the selected Proponent. If the City and the selected Proponent cannot negotiate a satisfactory Contract, the City may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with this process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the City arising from such negotiations.

#### **6.5.9. No Adjustments to Proposals**

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to Closing Date and Time by notifying the City in writing. Proponents who have withdrawn a proposal may submit a new Proposal which must be received by the City under the same terms as outlined in this document. After the Closing Date and Time, the Proposal is binding to the Proponent. If the City requires clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's Proposal.

#### **6.5.10. Period of Validity of Proposals and Agreement**

Unless otherwise specified, all Proposals submitted shall be irrevocable for 120 calendar days following the Closing Date.

#### **6.5.11. Intellectual Property Rights**

The City will retain the intellectual property rights, including patents, copyright, trademark, concept design, and trade secrets in any deliverable product or products developed through this Contract. Licensing and marketing rights to the developed product will not be granted in this Contract.

Proposals regarding these rights should not be limited to the City in response to this Request for Proposal and will not be considered in the evaluating responses.

#### **6.5.12. Provisional Items**

Items listed as provisional may or may not be included in the Contract Award.

The City reserves the right to diminish all or any portion of the items listed as provisional at any time before, during, or after the Contract award, and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

### 6.5.13. Liability for Errors

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### 6.5.14. Contractor/Consultant/Service Provider Performance Evaluation

The City, at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the City. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the City may suspend the rights of any Proponent to bid on future requests for bids.

## 6.6 Health and Safety

The City has specific requirements that Contractors working for the City must adhere to with respect to Health and Safety, which are listed below.

1. For the purposes of this Contract, with respect to Health and Safety, the following definitions apply:

**Contractor** - A contractor is an individual, business, or other entity retained by the City who performs their service for the City. This term applies to all contractors, all contractor employees, and any sub-contractors hired by the contractor.

**Service Provider** - Includes contractors, subcontractors, consultants, and suppliers who complete business on City properties or worksites.

**Competent Worker** - With respect to a particular task or duty, includes a worker who is being trained to perform that task or carry out that duty, and who is under close and competent supervision during that training.

**Health and Safety Coordinator** - City representative who is a resource for Occupational Health and Safety Acts and Regulations interpretation and implementation.

**Project Leader** - City representative who is responsible for the completion of the project or work for which the contractor or service provider has been engaged.

2. The Health and Safety Coordinator will:
  - assist with identifying and resolving health and safety issues.
  - coordinate pre-construction meetings with the Project Leader; and
  - complete planned and unplanned work site inspections and make health and safety recommendations as required.
3. Contractors / Service Providers will:
  - cooperate and comply with the City of North Battleford Safety Program.
  - perform all work in a safe manner and refuse to participate in unsafe activities.
  - provide Competent Workers.

- provide necessary education, training, and safety equipment for their employees.
- have complete control of the work and work area and will provide adequate and competent supervision of the workers.
- inspect the project work areas and correct any hazards identified.
- investigate any accidents, injuries or near-misses, no matter how slight, (including property damage), and provide a copy of the investigation report to the City's Project Leader and the City's Health and Safety Coordinator or designated alternate.
- address any non-compliance issues with their staff and take appropriate corrective and/or disciplinary action.
- ensure the following Procedures are in place for all worksites on/in City property, and ensure the Procedures are understood by all onsite staff and sub-contractors. Emergency procedure copies will be forwarded by the Contractor to the City's Health & Safety Coordinator.
- Emergency procedures
- Emergency Evacuation Plan
- First Aid
- document Toolbox Meeting and other safety meetings as required during the execution of the work.
- provide copies of the Toolbox and Safety Meetings to the City upon request.
- ensure that a risk assessment is completed on all projects. Documentation verifying the Contractor's staff and subcontractors have completed the necessary safety training for work being performed will be made available to the City upon request.
- supply and ensure all workers wear required PPE, and that such PPE is kept in good condition.
- provide a current and active WCB account number and COR number (if certified); and
- cooperate with the City in all matters relating to health and safety.

## **6.7 Legal Matters**

### **6.7.1. Confidentiality**

Confidentiality of records and information relating to this work must be maintained at all times. The Proponent acknowledges that prior to the Closing Time, it may be required to enter into a confidentiality agreement with the City in order to obtain access to confidential materials relevant to preparing a Proposal.

All correspondence, documentation, and information provided by City staff to any Proponent in connection with, or arising out of this Request for Information (RFP), or the acceptance of any proposal:

- remains the property of the City;

- must be treated as confidential; and
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Contract.

### **6.7.2. Conflict of Interest Statement**

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any City employee, Council member, or member of a City agency, board or commission, or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

If during the evaluation process or the negotiation of the Agreement, the Proponent is retained by another client, giving rise to a potential conflict of interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment, or will take such steps as are necessary to remove the conflict of interest concerned.

### **6.7.3. No Lobbying**

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the City, including members of the Evaluation Committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

### **6.7.4. Non-Collusion**

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right to disqualify the proposal or terminate any ensuing Agreement.

### **6.7.5. Legislative and Licensing Requirements**

All Proponents shall comply with all legislation and regulations, which are, or may become, applicable to the services provided.

### **6.7.6. Municipal Freedom of Information and Protection of Privacy Act**

The Proponent acknowledges that any Proposal, Detailed Work Plan, and Pricing (the "Bid Submission") submitted shall become a record belonging to the City of North Battleford and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial Law gives individuals, businesses, and other organizations a legal right to request records held by the City, subject to specific limitations.

The Proponent should be aware that it is possible that any records provided to the City including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials, or information about staff, parties to the Bid Submission, or suppliers, could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the City in making a determination on release, should a request be made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to City Council.

All correspondence, documentation, and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's Bid Submission.

## **APPENDIX A - SCOPE OF WORK & DELIVERABLES**

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### **1. INTRODUCTION**

The purpose of this Request for Proposals is to solicit proposals with pricing to construct an equipment storage building at the Waste Management Faculty (WMF). The building is intended to provide storage for the equipment used at the WMF. We are considering 3 building sizes that are approximately 60x80, 60x100 and 60x120 feet, from which, one building will be selected. Similar size buildings capable of storing all the equipment will be considered. All buildings must have at least 20 feet of vertical internal clearance. The building type is to be metal clad, and the contractor can propose the type of framing (e.g. steel, post-frame). Examples of possible layouts are provided along with the RFP document.

The intent of this RFP is to identify a vendor with the experience, capability, and resources to complete the project efficiently, safely, and in compliance with all applicable codes and standards.

### **2. SCHEDULE OF WORK CONSIDERATIONS**

We are anticipating the construction may start in 2026 but must be completed in 2027. The WMF will remain fully operational for the duration of the project, with no scheduled facility shutdowns. The proponent will develop and coordinate any sequencing that minimizes disruption to facility activities.

### **3. SCOPE OF WORK**

- A detailed proposal presenting the building and foundations solutions designed to be durable, for each of the three structure sizes.
- The Proponent will propose a suitable building and foundation type that addresses the site conditions at the WMF. This includes reviewing and addressing the geotechnical report included with the RFP which identifies there are disturbed soils on the building site.
- Proponents are encouraged to submit multiple solutions if appropriate (e.g. different foundations or framing).
- Each proposal must clearly specify the anticipated lifespan and any warranty details. Technical specification sheets should be included for all materials and products included in the proposal.
- The floor is to be smooth river rock/gravel. Concrete flooring will be poured in certain sections of the shop later. Any required steps to prepare for the concrete in the future should be included and documented in the proposal.
- The proposal should include installation of electrical system with a 400-amp service, lighting, a 110 outlet every 10 feet, and four 220 outlets internally (welder/air compressor/pressure washer). Externally, 110 outlets are to be install adjacent to

each person and equipment door. All 110 outlets should be suitable for plugging in equipment with block heaters.

- There are 4 pieces of equipment required to be stored in the building.
  - Compactor – Length 30', Width 16', Height 15'
  - Dozer – Length 25', Width 13', Height 11'
  - Loader - Length 25' Width 10', Height 12'
  - Roll Off truck – Length 35', Width 8', Height, 10'
- To accommodate the equipment, we require 4 four doors. Two of the doors must be at least 20 feet wide and have at least 16 feet of vertical clearance. The other two doors must be at least 16 feet wide and have at least 14 feet of vertical clearance. The 60x100 building would have 5 doors. Depending upon the building size selected the doors are to be place on the east side of the building and the 20-foot wide doors placed toward the Northeast side. (Note: final layout to be approved by the City prior to construction commencing)
- The proposal will include door openers for each large door.
- The building will include at least 2 person doors.
- The proposal must include options for both insulating and heating, including the cost of trenching the onsite natural gas to the building vs using propane.
- The heating and insulating may be staged for completion. The proposal will include options to complete these activities at a later date and any preparations that would be required to do this.
- The proponent shall be fully responsible for providing all necessary materials, labour, tools, equipment, and supervision required to complete the entire building construction project in accordance with the specifications outlined below. All work must comply with applicable building codes, safety regulations, and industry best practices
- The proponent is responsible for all disposal costs of any waste and must maintain a clean and orderly work site throughout the duration of the project.
- Contractors are required to implement all essential safety precautions—including clear signage and physical barriers—to ensure the safety of both visitors and staff.
- The total cost and cost per square foot for each option is to be included in the proposal (e.g. each size of building, electrical, insulating and heating options).

## **APPENDIX B - PROPOSAL SUBMISSION FORM**

---

I/WE hereby submit my/our proposal for the provision of the services as described within the RFP documents for the above, named project.

I/WE have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data.

I/WE agree, if selected, to provide those goods and/or services to the City in accordance with the terms, conditions and specifications/terms of reference contained in the Proposal Document and in our submission.

I/WE agree that we are in receipt of addendum \_\_\_\_\_ to \_\_\_\_\_ inclusive, and the Proposal Price includes provisions set out in such addendum.

I/WE agree that the undersigned is/are authorized and empowered to sign and submit this proposal.

Proponent's Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Postal Code \_\_\_\_\_

Print Name of Person Signing for Company \_\_\_\_\_

Print Title of Person Signing for Company \_\_\_\_\_

Email address \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Signed at \_\_\_\_\_ this day of \_\_\_\_\_, 2026.

Signature of Person Signing for Company \_\_\_\_\_

THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER

## **APPENDIX C - DECLARATION OF DISCLOSURE**

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To: CITY OF NORTH BATTLEFORD

Name of Company: \_\_\_\_\_

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Request for Information or in the Contract.

I/WE FURTHER DECLARE that this Request for Information is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no City employee, or member of Council (or their families) is, or will become, interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the RFP are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the RFP, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this RFP is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the City may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: \_\_\_\_\_

Print Name of Signing Officer: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

## **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 provided 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 the commencing of 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 time 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. Toolbox 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 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 task (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 SDS 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 Saskatchewan 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., 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)

\_\_\_\_\_  
(City of North Battleford Representative)

\_\_\_\_\_  
(Company's Address)

\_\_\_\_\_  
(Print Name and Position)

\_\_\_\_\_  
(Company's Address 2)

- ☐ Acting Contract Administrator
- ☐ Annual Pre- Qualification

\_\_\_\_\_  
(Company's Phone number)

\_\_\_\_\_  
(City of North Battleford Witness Signature)

\_\_\_\_\_  
(Service Provider Representative)

\_\_\_\_\_  
(City of North Battleford Witness Name & Position)

\_\_\_\_\_  
(Print Name and Position)

