



North Battleford

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Request for Quote

City of North Battleford

Supply and Construction of a
Household Hazardous Waste and
Equipment Storage Building

HHW Depot

Project # 04082024

INTRODUCTION AND BACKGROUND

These Terms of Reference form the basis for a Services Agreement for the supply and construction of a storage building for household hazardous waste (HHW) and equipment storage at the City of North Battleford Waste Management Facility (WMF). The WMF is located approximately 2.1 km east of Territorial Drive and North of 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.

Historically the City has collected HHW on a twice-yearly basis and is seeking to transition to a permanent year-round HHW depot that provides a secondary feature of providing some equipment storage and shop space.

The North Battleford Waste Management Facility currently has an equipment open side shed (60' long by 16' deep by 18' high), a small, heated shop, and some cold storage sea-cans that are situated on a crushed asphalt pad. The City is seeking options to combine these storage functions into a single use building.



SCOPE OF PROFESSIONAL SERVICES & DELIVERABLES

The purpose of this request for quote (RFQ) is to secure a contract to supply and install or construct a building at the WMF. The tender will include but not necessarily be limited to supply the manpower and the machinery necessary to transport and erect the building.

The RFQ services are to include the following:

1. To supply and install a building for approximately \$75,000 capable of providing the following features:
 - A fully enclosed cold storage structure to provide an area that has a minimum 2-hour fire rated partitioning for a dedicated HHW chemical storage location with sufficient exterior venting and has storage for some, if not all, landfill equipment (dozer, compactor, loader, and roll-off truck).
 - A Minimum of 1 overhead/roll up door to provide skid steer/pallet jack access to the chemical storage area.
 - A minimum of 1 overhead shop doors (or specified equivalent) that has a minimum clearance of 20' wide by 16' tall to provide access for landfill equipment.
 - A minimum of 2 steel insulated pedestrian outswing doors with egress hardware and closure.
 - Specify foundation type/securement to be provided. Example if the building is to be installed on piles or footings please include those costs.
 - Capable of withstanding prolonged wind gusts up to 60 km/hr, periodic of up to 80 km/hr, and extremes of up to 110 km/hr.
 - Structure is compliant with applicable building and fire codes.
 - 20 years+ life expectancy.
 - Structure may be comprised of any material/design to meet the above requirements.
 - Capable of tying into the existing 100-amp service to supply power to overhead lighting, overhead door, and a minimum of 6 power receptacles, with capacity for future considerations such as building heating. Structures tying into the existing open side shed may be able to utilize an existing service panel.

- Please specify if the proposed structure can provide any of the following optional requirements (optional requirements may be considered in future years):
 - Capable of insulation and heating. Specify the type of insulation and heating recommended for the structure.
 - Overhead doors on adjacent ends to create a pull through bay for equipment.
 - Capable of interior partitioning.
 - Capable of future expansion.
 - Capable of tying into the existing 60' (long) X 16' (deep) by 18' (h) open side equipment shed.
- 2. To provide engineered design drawings of the proposed structure.
- 3. To provide all labor and equipment necessary to transport the building or supplies to the WMF.
- 4. To provide all labor and equipment necessary to erect the building.

Work will start after being awarded the contract and will continue until substantial completion and acceptance by the City. The Contractor will be restricted to delivery and construction of the building during normal WMF operating hours of 08:00 to 18:00 Monday through Saturday unless otherwise agreed upon by the City. The WMF is closed on public holidays.

The City has assigned Jeff Blanchard as the primary project contact and David Prescesky as the secondary contact to coordinate this quote submission and liaison between the Contractor and City Hall.

PRE-BID SITE INSPECTION

An Optional pre-bid site inspection will be hosted on Tuesday April 23, 2024, at 13:00 hours at the City Waste Management Facility.

Contractor's wishing to complete a pre-bid site inspection may do so by registering with City Clerk, Ms. Stacey Hadley by emailing tenders@cityofnb.ca.

QUOTE CONTENTS

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

- Introduction
- Company experience
- Building Specifications and Type
- Equipment and any subcontractors to be used
- Availability
- Completion of Appendix A
 - Quotation Form
- Completion of Schedule B
 - Specifications
- Safety Procedures
- A letter from WCB stating the Contractor/Subcontractor is in good standing.
- Contractor/subcontractor's Insurance
- A completed copy of the City's Safety Policy form
- Miscellaneous items.

WORK SCHEDULE

The Contractor will provide an estimate on their schedule identifying any key critical time periods that they cannot provide services to the City during the period of this contract.

The City of North Battleford reserves the right to delete any portion of the work from the contract should it be deemed in the interest of the City to do so. In case of deletion, the amount deleted shall be deducted from the total awarded contracted amount.

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:

Email to: tenders@cityofnb.ca

Quote should be addressed as follows:

Attn: Stacey Hadley, City Clerk
Re: Project No 04082024 WMF HHW Depot
City of North Battleford
1291—101st Street P.O. Box 460
North Battleford, SK, S9A 2Y6

The electronic document, titled “HHW Depot 04082024”, must be received **no later than 3:30 pm (CST), Thursday April 25, 2024**

Late receipt of quote packages will be disqualified from the bidding process.

Questions regarding the directions for the quote may be directed to Ms. Stacey Hadley, City Clerk at 306-445-1719 or via email at tenders@cityofnb.ca. Ms. Hadley will forward 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.

All submissions become the property of the City and will not be returned to the Proponent. All submissions 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 The Local Authority Freedom of Information and Protection of Privacy Act.

QUOTE SELECTION

The City may cancel the RFQ at any time prior to the point that a fully signed contract has been entered into between the City and the Supplier/Contractor pursuant to the RFQ.

To evaluate quotes, points will be awarded in accordance with the evaluation criteria outlined in Appendix C. Officials from the City of North Battleford's Operation Services Department and Engineering 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, including the building specifications and type; their historical performance, their safety performance, and proposed fees. The lowest quote may not be accepted, and the City may reject any or all quotes submitted.

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.

CONDITION OF PAYMENT

The City of North Battleford has standard procedures for the handling of accounts and all payments will be subject to the approval of the Director of City Operations.

The City of North Battleford will make one payment per month to the prime Contractor for fees and services actually rendered to the date of the invoice. The total amount will be limited to the Contractor's invoice. The City has the right to ask for more information regarding any invoices submitted to the City for this Project.

Any submitted invoices that cause the total accumulated amount paid to exceed the project budget and has not been approved prior by the City Operations, will not be paid.

In such cases, where costs will exceed the approved budget, the Contractor and City officials will meet to discuss why the project budget needs to be increased. Additional expenditures affecting the Project and not included as part of the original Contractor's service agreement (change of scope) will be considered but will require prior approval by the Director of City Operations before the invoice for services are to be processed.

The Contractor's fee will include a letter from Workers Compensation Board (WCB) stating the Contractor is in good standing and a clearance form from the Saskatchewan Ministry of Finance stating the Contractor is in good standing with their Provincial Sales Tax. Failure to provide documentation from the WCB or Saskatchewan Ministry of Finance may result in the City holding back payment until the documentation has been provided.

All invoices will be submitted by email directly to: accountspayable@cityofnb.ca

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:

- To modify the terms of the RFQ at any time prior to the Closing Date and Time;
- Waive any irregularity, insufficiency, or non-compliance in any quote submitted;
- At any time, to reject any or all submissions and to 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; and
- To exclude a Proponent from participation in the RFQ, at any point in the RFQ process, where there is supporting evidence, on grounds of the Proponent:
 - bankruptcy;
 - false declarations or misrepresentations;
 - significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the City;
 - final judgments in respect of serious crimes or other serious offences;
 - engaging in conduct prohibited by the Competition Act such as bid rigging as described in section 47 of the Competition Act, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the Competition Act;
 - professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; or
 - failure to pay taxes.

LITIGATION

The City will not consider any quotes from bidders or the bidder's sub-contractors that are in litigation with 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.

These Terms of Reference do 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

Within 10 days of being awarded the contract, the Contractor will complete and sign the City's Contractor Orientation Form included in Appendix D and supply a copy of their safety procedures manual, if they have one, 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, 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 building/supply delivery and construction 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.

CLEAN UP

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

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. The City's Project Coordinator will make a final inspection and approve the cleanliness before the final payment is made.

SUPERVISOR

The *Contractor* shall employ a competent supervisor and necessary assistants who shall attend the WMF while building construction and erection 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 proposal bid to the RFQ
- A completed Service Provider Agreement (Appendix D)

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 PST LICENSE

The selected Contractor will provide the City with their PST license number.

CONTRACTOR GST LICENSE

The selected Contractor will provide the City with their GST license number.

LEGISLATION

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

APPENDIX A – Quotation Form

The undersigned, having carefully read the Request for Quotations and having completed the Schedule “B” DO HEREBY OFFER, in accordance with said Specifications and Terms and Conditions, to supply and to conform to all the conditions therein for the following prices and guarantees:

For One Cold Storage Structure:

If Applicable - Make: _____ Model: _____

Description of the structure (example of description 2400 sq. ft, 60' (L) X 40'(W) X 20'(H), steel framed pole shed, installed on pilings, with metal roof):

UNIT PRICE	
ESTIMATED FOOTING COSTS	\$ _____
ESTIMATED INSTALTION COSTS	\$ _____
ESTIMATED SHIPPING COSTS	\$ _____
ESTIMATED ELECTRICAL WIRING COSTS	\$ _____
ESTIMATED TOTAL COSTS	\$ _____
PROVINCIAL SALES TAX	\$ _____
GOODS & SERVICES TAX	\$ _____

Contact Information

Full Name:	
Street Address:	
City:	
Postal Code:	
RFQ Contact Person:	
RFQ Contact Phone:	

** Include documentation on any value-added items the vendor wishes to put forward for consideration in relation to the specified equipment.

APPENDIX B – Specifications

Specifications	Detail	Additional Comments	
Building Sq Ft			
Building Material Type (i.e. wood frame/tin clad)			
# of overhead Doors			
Dimensions of overhead doors			
# of pedestrian doors			
Foundation Type			
Wind Rating			
Life Expectancy			
Roof Type/Material			
	YES	NO	Additional Comments
Exterior Venting?			
Meets applicable codes?			
Optional Considerations			
Can be insulated?			
Can be heated?			
Pull through doors?			
Interior Partitioning?			
Future Expansion?			
Can tie into lean-to?			

Appendix C

Evaluation Criteria

1. METHODOLOGY (20 POINTS)

- Description of methodology including building specifications and material type, material transportation, construction, and associated tasks.
- Proposed schedule for tasks.

2. PROFESSIONAL'S EXPERIENCE (15 POINTS)

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

3. SAFETY PERFORMANCE (15 POINTS)

- Review of the Contractor's safety procedures
- Review of the Contractor's safety performance

4. PAST PERFORMANCE (20 POINTS)

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

5. FEES (30 POINTS)

- Fees as outlined in Appendix A.

APPENDIX D

CONTRACTOR'S SAFETY ORIENTATION FORMS

Introduction: 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.

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 for 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

CONTRACTOR'S SAFETY PERFORMANCE

Safety Statistics

Year	2019	2020	2021
First Aids			
Medical Aids			
Lost Time I			
Fatalities			
Exposure Hours			
TRIF			

WCB Premium Rate Adjustments

Year	+/- Adjustment
2019	
2020	
2021	

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 E

SAMPLE 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)