



**North
Battleford**

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TERMS OF REFERENCE

**City of North Battleford
Surface and Groundwater Treatment Plants
Effluent Discharge – Environment Risk Assessment
Project # 23-09-21**

September 2023

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City of North Battleford

Surface and Groundwater Treatment Plants Effluent Discharge – Environment Risk Assessment

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1. INTRODUCTION

These Terms of Reference form the basis for an Engineering Services Agreement that will result in developing the Environmental Risk Assessment for the City of North Battleford's 2 Water Treatment Plants.

The project is to be executed in accordance with the Engineering and Technical Terms of Reference contained herein.

The purpose of the assessment is to identify Environmental Quality Objectives and Environmental Discharge Objectives by performing an Environmental Risk Assessment as a requirement of the City's PTO.

2. SCOPE OF PROFESSIONAL SERVICES

As a minimum the following responsibilities of the consultant should be considered. The proponent is encouraged to add additional responsibilities (as value added items) they may feel are necessary to provide the City of North Battleford (City) with adequate professional services on this project. All work, including that listed in the Terms of Reference, should be listed in detail in the proponent's submission.

a) Engineering Services

The City is seeking proposals for engineering consulting services to perform an Environmental Risk Assessment for all backwash water and effluent discharges from the City's 2 Water Treatment Plants that directly enter the North Saskatchewan River. The Environmental Risk Assessment is in response to the Permit to Operate a Waterworks effective on December 5th, 2021, as issued by the Water Security Agency and is attached to this RFP.

Proponents are invited to submit a scope of work that would, in their opinion, provide an appropriate response to the Permit to Operate. The scope of work is to include, but not be limited to:

- Review existing reports and relevant water quality data as supplied by the City upon award.
- Perform a gap analysis and recommend additional data collection requirements.
- Develop Environmental Quality and Discharge Objectives.
- Prepare required recommendations to meet Permit Conditions.
- Prepare a draft report summarizing the findings and provide to City for review.

- Produce a final report and submit findings to The Water Security Agency (WSA) on behalf of the City.

b) Project Management Services

- Progress reports are to be submitted to the City as and when requested by the City.
- The consultant is to provide a schedule for all tasks and update as needed.
- Monthly progress meetings are to be scheduled. If more or fewer meetings are required, the proponent is to schedule meetings as required by the City. All meetings are to have formal minutes recorded and issued by the proponent within five working days for review.
- The City personnel are to be used as an information resource with all required project management efforts carried out by the proponent.
- All site-specific coordination is to be managed by the proponent's project manager and coordinated with the City project manager.

c) Project Deliverables

Technical Background

To address the Federal Wastewater Systems Effluent Regulations (SOR/2012-139) the Province implemented the need to produce a Downstream Use and Impact Study (DUIS). The Water Security Agency requires that a DUIS be conducted on any and all effluent discharges, including water treatment plant discharges, that may have a potential impact on downstream receiving water of the discharge.

Topics To Be Addressed In The Study

The City is seeking proposals for engineering consulting services to perform a DUIS of the City's water treatment plant effluent discharges on the North Saskatchewan River. The DUIS is in response to the City's Permit to Operate (Permit # 00002389-08-00) dated December 5th, 2021. The DUIS shall address the following elements:

- Define Receiving Environment Water Uses
 - Determine Allowable Effluent Mixing Zone
 - Determine Environmental Quality Objectives
- Characterize the Ecological Receiving Environment
- Determine Site-Specific Environmental Quality Objectives
 - Determine Effluent Discharge Quality and Volume

- Determine Toxicological Quality Objectives
- Determine the need for Effluent Discharge Concentration Limits
 - Determine Effluent Discharge Quality Requirements
- Develop Environmental Discharge Objectives

The consultant is expected to provide copies of the draft and final report for City review in accordance with an identified schedule. The reports will contain at minimum the sections mentioned above.

Project Standards

The consultant will integrate the following principals into the study:

- Compliance with applicable Provincial and Federal Acts and Regulations. The DUIS will address the need for any remedies or actions to meet applicable or relevant and appropriate environmental legislations, regulations, and/or justifies a waiver from such requirements.
- The study recommendations will address whether a remedy provides adequate protection of human health and the environment and describes how risks posed through each exposure pathway are eliminated, reduced or controlled through treatment, engineering, or other institutional controls.
- Estimated Costs for proposed remedial actions.

d) Project Schedule

The following is the project's preliminary scheduling:

Proposal Submission	October 5, 2023
Study Project Awarded	Oct 24, 2023
Draft Report Submission	July 1, 2024
Final Report Submission	August 1, 2024

3. SERVICES AND DATA TO BE SUPPLIED BY THE CITY

The City will assign a project manager to the project to serve as a liaison between the consultant and the water treatment plant personnel. The project will be managed by **Kevin Kristian** kkristian@cityofnb.ca at (306) 480-7542.

The City will provide all relevant information including the following existing documentation:

- Water Quality Discharge Reports for Chlorine, Aluminum & TSS
- Discharge Volume Estimates
- General Plant Raw and Distribution Water Quality Data
- P&ID Drawings

The City's project manager will be responsible for approval of any changes to the scope of the project. This includes any additions or deletions to the list of documents to be produced. It also includes any other changes to the project that may add to the number or type of documents that are required and/or the time required for the proponent to produce them. The proponent must receive approval from the project manager before performing work outside the scope of this specification.

The proponent is required to provide all on-site investigative services required to successfully complete this project. The City will respond to all reasonable requests for information but will not provide the proponent with comprehensive data collection, site investigation, or design services.

4. PROPOSAL CONTENTS

The Consultant's proposal shall be divided into the following sections in the listed order for ease of evaluation:

- Introduction
- Methodology
- Company experience
- Team members and project availability
- Past performance
- Project costs
- Schedule
- Team member resumes
- Miscellaneous items

Any questions related to the Proposal Contents or clarifying information should be directed to the City Clerk.

Attention: Ms. Stacey Hadley, City Clerk.
Cityclerk@cityofnb.ca

5. FEE SCHEDULE

The proposals are to contain the fee schedule and a breakdown of fees and associated time requirements to complete.

If additional sub-consulting firms are considered necessary for successful completion of the project, the cost for retaining those firms as well as proposed personnel and fees must be provided for in the original agreement and will be subject to approval by the Project Manager.

6. WORK SCHEDULE

The Consultant will provide an estimate on their schedule identifying key critical points. A graphical timeline for completion of the project will also be included in the Consultant's proposal.

7. SUBMISSION DETAILS

Four (4) bound copies of the proposal must be received:

a) At the office of:

City Operations
City of North Battleford
Box 460
North Battleford, SK S9A 2Y6

Attention: Ms. Stacey Hadley, City Clerk.

Direct delivery address is:

City of North Battleford
1291 – 101 Street
North Battleford, SK

Attention: Ms. Stacey Hadley, City Clerk.

b) Or electronic submission via email PDF format to:

Ms. Stacey Hadley, City Clerk cityclerk@cityofnb.ca

Bound copies are to be received within 7 days of electronic submission.

- c) on or before the following date and time (the “Closing Time”)

Time: 2:00 pm
Date: October 5, 2023

Proposals will be opened in private by the City after the Closing Time.

8. PROPOSAL REVIEW AND ACCEPTANCE

a) PROPOSAL ACCEPTANCE PERIOD

All proposals shall be kept open for acceptance by the City for ninety (90) days after the date of submission unless subsequently revised by addendum.

b) PROPOSAL SELECTION

Rated Criteria Evaluation for Proposal Submissions

The City will only award points in accordance with the evaluation system seen in Table 1 below. All prices and amounts supplied by the proponent in the proposal are deemed to be the basis of the proponent's offer and shall be binding on the proponent. Proposals, which do not comply with the mandatory requirements, may be disqualified.

Table 1 Project Evaluation

Rated Criteria Evaluation	Maximum Available Points
Firm’s Experience on Similar Projects	20
Project Understanding	20
Experience and Qualifications of the Project Team	35
Innovation and Value-Added Components	10
Price	10
City of North Battleford Water Treatment Plant Knowledge	5
Total Maximum Available Points	100

Final Evaluation

- The final scoring of each proposal will be determined in accordance with the evaluation system using a team of City personnel. The proposal with the highest total score as calculated on Table 1 will be deemed to be the preferred proposal. The proposal should:
 - Provide an outline showing project understanding and an implementation plan.
 - Show how the company has experience on similar projects. Provide an outline of projects of similar scope completed in the last five years that illustrate the relevant skills of the team members. Provide a list of experience with both surface and ground water treatment systems.
 - Introduce the senior members of the project team and indicate the role of each member. For each member, summarize the applicable skill sets, credentials, and project experience in Saskatchewan relevant to their proposed role. Attach resumes for each team member highlighting relevant qualifications and experience. Describe how the project staff will be organized. Identify the project manager and their experience in similar projects.
 - Identify the project team's knowledge of project management and technical expertise specific to the City's surface and ground water treatment plants.
 - Identify any value-added components for separate consideration by the City.

Price points will be determined with the lowest priced proposal being awarded maximum price points. All other proposals will have price points awarded by the following formula: $(\text{Lowest Proposal Price}) / (\text{Proposal Price}) * (\text{Maximum Available Price Points})$.

Once the preferred proponent has been identified, the City may enter into discussions with that proponent to clarify any outstanding issues and to identify and finalize those portions of the proposal, including negotiation of any changes, which will form part of the agreement. If discussions are unsuccessful, the City reserves the right to enter contract discussions with the next highest rated proponent or to decide not to award a contract.

No act of the City, other than a notice in writing, constitutes an acceptance of a proposal. Such acceptance shall bind the successful proponent to execute, in a manner satisfactory to the City Solicitor, where applicable, the contract documents constituting the agreement, to furnish the bonds and insurance material required by the contract documents, or to be responsible for the damages provided in the proposal form herewith. Where applicable, the other rights and obligations contained in the provisions of the RFP documents shall ensure for the benefit of, and be binding upon, the parties only with the formal execution of the agreement.

Title to designs, specifications, and all deliverables produced by the proponent shall remain with the City.

e) COST OF PREPARATION/PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS

All costs incurred by a proponent in the preparation of its submission or in providing additional information necessary for the evaluation of its submission shall be borne by the proponent. The City acknowledges that proposals may contain information in the nature of a proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a proponent. The City acknowledges and agrees that proposals in response to this RFP are provided in confidence and protected from disclosure to the extent permissible under law.

The City is bound by The Freedom of Information and Protection of Privacy Act (Saskatchewan) and all documents submitted to the City will be subject to the protection and disclosure provisions of this Act.

f) INTENTION OF THE CITY

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

- Accept or reject all or part of any proposal.
 - Negotiate with a proponent to modify its proposal to best suit the needs of the City.
 - Accept the proposal that it determines to be most favourable to the interests of the City.
 - Waive any irregularity, insufficiency, or non-compliance in any proposal submitted.
- Enter into discussions with the consultant to clarify any outstanding issues and to identify and finalize those portions of the proposal, including negotiation of any changes that will form part of the final agreement.
- Reject any or all proposals that:
 - Are incomplete, obscure, irregular, or unrealistic.
 - Have non-authorized (not initialed) erasures or corrections in the proposal offer or any schedule thereto.
 - Contain a defect or fails in some way to comply with the RFP.
 - Omit or fails to include any one, or more items, in the proposal offer for which a price is required by the RFP.

- Fails to complete the information required by the RFP to be furnished with a proposal or fails to complete the information required whether the same purports to be completed or not.
 - Is accompanied by an insufficient or irregular bid or proposal security, in an insufficiently executed or unsatisfactory form, or of an insufficient amount.
 - Contains a sample Professional Services Agreement other than that prepared by the Legal Services Division of the City Solicitor's Office.
- Furthermore, and for greater certainty, the City reserves the right to determine, in its sole discretion, whether a proposal is compliant, non-compliant, regular, or irregular.

g) USE OF DISCRETION

Where expressly or by implication, the City is entitled to exercise its discretion, and for greater certainty, the use of the word "may" is deemed to confer such a discretion, the City is entitled to exercise such a discretion without any obligation of any kind whatsoever to any or all proponents. A proponent is not entitled to assume that the City will conduct itself in a particular manner or in accordance with any set of principles or guidelines or any industry custom or practice. The City's evaluation of a proposal is final. The manner in which the City evaluates a proposal or reaches its decisions is not subject to any form of review or appeal unless otherwise expressly provided.

h) STATEMENT OF DECISIONS AND LIMITATIONS

This RFP is not an offer by the City to enter into a contract/agreement with responding consultants. Only the execution of a written contract will obligate the City in accordance with the RFP in such contract. This RFP represents the City's request to receive proposals from qualified consultants.

This RFP does not commit the City to award a contract, to pay any costs incurred by the consultants in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so. The City may require the consultants selected to participate in negotiations and to submit any cost, technical, or other revisions of their proposal, as a result of any such negotiations.

i) STATEMENT OF CONFIDENTIALITY

In order to protect the confidentiality of City sanctioned projects, all information obtained by the consultant 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/division. Under no circumstances should the consultant disclose or discuss any information pertaining to the site to any member of the public or media without prior written approval. Breach of confidentiality may result in termination of the consultant's contract and legal action taken.

j) ENGINEERING SERVICES AGREEMENT

The consultant will be required to enter into a formal agreement with Engineering Services. The City of North Battleford's Standard Professional Service Agreement will be used see Appendix I. The inclusion of a proponent's service agreement to a proposal is grounds for the City to reject the proposal.

The Engineering Services proposal submitted by the proponent shall include:

- Terms of Reference.
- The maximum costs* (upset limit, including 10% contingency**) for the engineering service to be rendered.
- A comprehensive breakdown of the consultant's fee structure.
- Details regarding the proponent's insurance coverage including at least:
 - \$1,000,000 professional liability insurance.
 - \$1,000,000 commercial general liability insurance.
 - worker's compensation and employer's liability insurance as per Saskatchewan Government requirements; and
 - automobile and vehicle liability insurance

(* All prices shall include all applicable taxes, transportation, expenses, and any other charges, unless otherwise expressly stipulated.

(**) The engineering fees contingency shall be sufficient to complete the project within the total upset fee. Contingency funding is reserved to cover potential changes to the scope of services where warranted. Payments from the contingency allowance will not be permitted without prior approval by the City. The City reserves the right to negotiate the final amount of the contingency.

9. CONDITIONS OF PAYMENT

Time basis as outlined in the "Schedule of Recommended Fees to be Charged for General Engineering and Geoscience Projects and Services" approved by the Association of Professional Engineers and Geoscientists of Saskatchewan will be applicable for the project.

The City has standard procedures for the handling of accounts, and all payments will be subject to the approval of the Project Manager.

For each person employed on the project, the following information will be required:

- Name, position, and title
- Basic pay rate (monthly, daily, or hourly)
- Per Diem rates where applicable.

Once the Agreement is signed, all changes to key personnel must be approved by the City of North Battleford.

The City Operations Department will make payments on a monthly basis for fees and for services actually rendered to the date of the invoice, verified by name, hours, and rate/hr charges. Each invoice will be accompanied by a Project Status Report including:

- Project Budget and Schedule Status.
- Accomplishments/Deliverables for this Reporting Period; and
- Plans for Next Reporting Period.

The total amount will be limited to the maximum upset fee shown in the Engineering Services Agreement (including contingency) and that fee will not be subject to negotiation after the agreement is signed. Additional expenditures affecting the project and not included as part of the original Engineering Services Agreement (change of scope) will, however, be considered but **will require prior approval by the Director of City Operations Department before proceeding**. The proponent will work in cooperation with the City to accomplish the goal set out in this document.

All invoices will be submitted directly to:

City Operations Department
City of North Battleford
Box 460, 1291- 101st Street

North Battleford, Saskatchewan S9A 2Y6

Attention: **Kevin Kristian**
W&WWT Plants Superintendent

Expenses incurred for non-consumable items will be considered; however, the items will then become the property of the City and turned over to the City Operations Department on completion of the project.

The proponent will be paid based on progress.

- The proponent will invoice the City on a monthly basis.
- The proponent will show a basic breakdown of tasks completed.

Appendix A Permit to Operate A Waterworks



Permit to Operate a Waterworks

**Environmental and
Municipal Management
Services Division**

Altered Pursuant to Section 28(1)(h) of *The Environmental Management and Protection Act, 2010*

Page: 1 of 15

Permit #: 00002389-08-00

File: 21020-50/WW/OP/North Battleford

ISSUED TO: City of North Battleford (the Permittee), the person responsible for a waterworks that is used to provide water intended for human consumption to the City of North Battleford. The Permittee shall ensure that the water supplied by this waterworks is safe for human consumption. This waterworks consists of a **Class 2** water treatment facility, located at NW¼ Section 6, Township 44, Range 16, W3 Meridian (ISC Surface Parcels No. 164490879, 131424634, 131424645), and a **Class 3** water treatment facility, located at Parcel A, Plan 61B00981 (ISC Surface Parcels No. 131393347) and a **Class 2** water distribution facility, located in North Battleford in the Province of Saskatchewan.

PURSUANT to Section 28(1)(h) of *The Environmental Management and Protection Act, 2010*, the Permit to Operate a Waterworks No.00002389-07-00 issued to the Permittee on December 5, 2018, whose waterworks is located in North Battleford and at the water treatment works located at NW¼ Section 6, Township 44, Range 16, W3 Meridian (ISC Surface Parcels No. 164490879, 131424634, 131424645) and Parcel A, Plan 61B00981 (ISC Surface Parcels No. 131393347), in the Province of Saskatchewan, is hereby altered and amended, subject to the terms and conditions attached to this Permit.

This Permit takes effect on the **5th day of December 2021**.

This Permit expires on the **5th day of December 2023** unless canceled or suspended before that date.

Issued

A handwritten signature in black ink, appearing to read "Bruce Dahl", written over a horizontal line.

Bruce Dahl, B. Sc,
Environment Officer
Water Security Agency

***** This digital signature affixed to the permit is legally binding and is considered a sufficient electronic signature as required under *The Electronic Information and Documents Act, 2000*. The original copy is retained by the Water Security Agency and shall be considered the official record.

Terms and Conditions

Section One: Definitions

- 1.1 All words and phrases have the same definitions as set out in *The Environmental Management and Protection Act, 2010*, or *The Waterworks and Sewage Works Regulations*, as the case may be.
- 1.2 In this Permit:
- (a) “Act” means *The Environmental Management and Protection Act, 2010*;
 - (b) “Regulations” means *The Waterworks and Sewage Works Regulations*;
 - (c) “Environmental and Municipal Management Services Division” means the Environmental and Municipal Management Services Division of the Water Security Agency of Saskatchewan;
 - (d) “Environment Officer” has the same meaning as defined in the Act;
 - (e) “Accredited” means a laboratory accredited pursuant to the requirements of the Canadian Association for Laboratory Accreditation in accordance with the parameters for which the laboratory has been accredited;
 - (f) “Positive Bacteriological Result” means a test result showing the presence of total coliforms, *Escherichia coli* or 200 or more organisms per 100 milliliters as an overgrowth of background bacteria.
 - (g) “Remote Monitoring” is the ability to continuously receive real time data, operational conditions, and alarms indicating adverse operational conditions from a remote location via various methods of electronic data transfer
 - (h) “Remote Process Control” is the ability to employ “Remote Monitoring” in addition to having the ability to make operational or process adjustments from a remote location.
 - (i) “Water rights license” is a water rights license issued pursuant to section 50 of *The Water Security Agency Act*.
 - (j) “Approval to Operate Works” is an approval to operate a raw water surface water/groundwater supply works that is issued pursuant to section 59 of *The Water Security Agency Act*.

Section Two: Operation

- 2.1 The Permittee shall comply with the *Act* and the *Regulations*, and the Terms and Conditions of this Permit.
- 2.2 In the event of an inconsistency between the *Act* and this Permit, or the *Regulations* and this Permit, the more stringent requirement shall apply.
- 2.3 The Permittee shall have a valid “Water Rights License” and a valid Approval to Operate Works issued pursuant to *The Water Security Agency Act*.
- 2.4 The Permittee shall not extend or alter the Waterworks without approval of the Environmental and Municipal Management Services.
- 2.5 The Permittee shall have a written quality assurance and quality control policy in place that is satisfactory to the Minister. The Permittee shall update its quality assurance and quality control policy from time to time to incorporate changes to the waterworks equipment, operational procedures, chemical use, or any other matter or thing which could affect the quality of the water produced by the waterworks. The Permittee shall:
- (a) provide a copy of the policy to any employee, agent or contractor performing work or service in relation to the waterworks; and
 - (b) inform the persons mentioned in 2.5(a) of the contents of the quality assurance and quality control policy.

- 2.6 Where all or part of a distribution system is new, extended, altered, or repaired, the Permittee shall, before the commencement of its use, after completion of the new waterworks or the alteration, extension, or repair:
- (a) disinfect the portion of the distribution system that is new, extended, altered, or repaired, in accordance with American Water Works Association Standard C651 Disinfecting Water Mains, or a standard that would offer an equivalent or greater level of protection of human health, before the commencement of its use; and
 - (b) take water samples from the distribution system that is new or has been extended, altered, or repaired, and have the samples analyzed for bacteria.
- 2.7 The Permittee shall ensure that the operation, repair and maintenance of the waterworks is under the direction of an operator who holds at least the corresponding certificate for the classification of the waterworks as set out in the Saskatchewan Water and Wastewater Works Operator Certification Standards, December 2016.

Section Three: Sampling and Monitoring and Water Quality

- 3.1 The Permittee shall cause water samples to be taken from the Waterworks to test for bacteria, turbidity, chlorine and for the other parameters listed in Appendix A, at the locations, times and frequency set out in Appendix A.
- 3.2 The Permittee shall ensure that the water provided to consumers does not exceed the limits set out in Appendix B for bacteria, turbidity, and the chemical parameters listed in the Appendices. The Permittee shall cause the chlorine residuals to be maintained as set out in Appendix B.
- 3.3 Subject to 3.4, the Permittee shall have water samples analyzed by an accredited laboratory in accordance with the *Regulations*.
- 3.4 The permittee may perform water sampling and on-site analysis for the parameters indicated for “on-site testing” in Appendix A or by continuous water quality monitoring equipment, when authorized to do so.
- 3.5 The Permittee shall take water samples in accordance with the instructions provided by the institution or laboratory which provides the sampling bottles or containers.
- 3.6 The Permittee shall ensure that all water quality monitoring and testing equipment be maintained and calibrated on a frequency as recommended by the manufacturer; verification of the accuracy of online continuous monitoring equipment shall occur weekly.
- 3.7 The permittee shall perform and record the turbidity analysis and chlorine analysis manually and by means of on-site test equipment every 30 minutes in the event of an unplanned continuous online turbidimeter or chlorine analyzer failure or outage.
- 3.8 The Permittee shall immediately notify the Minister if a continuous chlorine analyzer or continuous online turbidimeter failure or outage is expected to last longer than 24 hours and results in manual readings as per 3.7.
- 3.9 The permittee shall cause wastewater samples to be taken from the water treatment plant effluent discharged to the environment for the parameters listed in Appendix C, at the locations, times and frequency set out in Appendix C.

- 3.10 The permittee shall ensure that the water treatment plant effluent discharged to the environment does not exceed the limits set out in Appendix D for the chemical parameters listed in that appendix.

Section Four: Record Keeping

- 4.1 The Permittee shall maintain records containing the following information:
- (a) total water pumped into the distribution system on a daily basis or the total raw water used;
 - (b) the types, dosages and total amounts of chemicals and ultraviolet light applied to the water for treatment;
 - (c) the locations from which samples for any tests conducted by the Permittee of the waterworks were taken in accordance with this permit and the name of the person who conducted the sampling or testing and the results of those tests;
 - (d) any departures from normal operating procedures that may have occurred and the time and date that they occurred;
 - (e) any instructions that were given during operation of the Waterworks to depart from normal operating practices and the name of the person who gave the instructions;
 - (f) any upset condition or bypass condition, the time and date of the upset condition or bypass condition and measures taken to notify others and resolve the upset condition or bypass condition;
 - (g) any condition of low disinfectant levels, the time, date and location of occurrence and measures taken to restore disinfectant levels to required values;
 - (h) the dates and results of calibrating any metering equipment and testing instruments; and
 - (i) the dates and types of maintenance performed on equipment and any actions taken to ensure the normal operation of the waterworks.
- 4.2 The Permittee shall cause the operational records or logs mentioned in 4.1 to be recorded and maintained in the following manner:
- (a) operational records or logs must be made in chronological order, with the dates, times and testing locations clearly indicated;
 - (b) entries in an operational record or log must only be made by the Permittee, which includes by definition any principal or agent of a Permittee;
 - (c) any person making an entry in an operational record or log must do so in a manner that allows the person to be unambiguously identified as the maker of the entry; operational records or logs must be maintained on a daily basis and retained for at least five years;
 - (d) any anomalies or instances of missing entries in an operational record or log must be accompanied by explanatory notes;
 - (e) operational records or logs must only contain data or information that is actually observed or produced;
 - (f) operational records or logs must not contain default values generated manually or by automated means;
 - (g) operational records or logs maintained pursuant to clause (d) must be made available promptly on request of the Minister.
- 4.3 The Permittee shall review the records and logs mentioned in 4.1 on a monthly basis to ensure that the operating parameters are being achieved and that the limits set out in Appendix B are not exceeded.

- 4.4 The Permittee shall report the findings to the Minister as soon as is reasonably practicable after each review required by 4.3 should the review of the records and logs indicate that the quality of water from the waterworks has been adversely affected, that any upset condition, bypass condition or event at the waterworks has not been reported, or that on-site water quality testing records are missing.

Section Five: Reporting and Consumer Reporting

- 5.1 The Permittee shall submit the results of water sampling analysis performed in accordance with this Permit to the Minister:
- (a) in the case of a positive bacteriological result, within 24 hours following completion of the sampling analysis;
 - (b) in the case of all other parameters, within 7 days following completion of the sampling analysis.
- 5.2 The Permittee shall direct the laboratory performing its water sampling analysis to submit the results within the timeframes mentioned in 5.1 directly to the Environmental and Municipal Management Services Division, in a format in accordance with the Environmental Management System) Lab/Operator (LAB-OPR) Data File Format, in addition to submitting the written results to the Permittee.
- 5.3 The Permittee shall report to the Minister any known or anticipated upset condition, bypass condition or events at or affecting a Waterworks that could adversely affect the quality of water produced by the waterworks.
- 5.4 The Permittee shall immediately report to the Minister any instance where:
- (a) disinfection equipment fails;
 - (b) the level of disinfection identified in Appendix B is not achieved or is not anticipated to be achieved;
 - (c) any other parameter level identified in Appendix B is not achieved or is not anticipated to be achieved;
 - (d) there is a, retirement, suspension, resignation, scheduled absence or termination of employment of any certified waterworks distribution or waterworks treatment operator, or any anticipated retirement, suspension, resignation or termination that results in the waterworks not being under the direction of a certified operator that holds at least the corresponding certificate for the classification of those works;
 - (e) a system depressurization has occurred.
- 5.5 The Permittee shall instruct its employees, agents and contractors performing work or service in relation to the waterworks, of their obligation under section 34(1) of the *Regulations* and to report to the Minister any instance as described in 5.4 and any known or anticipated upset condition, bypass condition or events at or affecting a waterworks that could adversely affect the quality of water produced by the waterworks.
- 5.6 The Permittee shall as soon as reasonably practical report any of the events mentioned in 5.3 or 5.4 to the Minister.
- 5.7 The Permittee shall, once per calendar year, provide the consumers supplied by the waterworks with a notification of:
- (a) the quality of water produced or supplied by the waterworks in comparison with the levels set out in this permit;

- (b) the Permittee's compliance with sample submission requirements described in this permit.
- 5.8 Within 30 days after providing consumer notification required by 5.7, the Permittee shall provide a written copy of the notification to the Minister.
- 5.9 The Permittee shall maintain records for all parameters that are specified to be tested "on site" as indicated in Appendix A and make them available to the Minister upon request. For all other parameters, the Permittee shall ensure that reporting is conducted in accordance with Section 37 of the *Regulations*.

Section Six: Inspection

- 6.1 An Environment Officer may enter the waterworks at any time to conduct an inspection to ensure that the Permittee is complying with this Permit, the *Act* or the *Regulations*.
- 6.2 Upon the request of an Environment Officer, the Permittee shall immediately provide any books, records, logs, graphs, papers, documents, or data, including any computer, digital or electronic records, logs, graphs, files, or data maintained with respect to the waterwork

Section Seven: General

- 7.1 A copy of this Permit shall be posted in a conspicuous place at the waterworks.
- 7.2 The Permittee shall provide each operator of the waterworks with a copy of this Permit and the *Regulations*.
- 7.3 The Minister may cancel, alter, or suspend this Permit for the reasons and in the manner set out in the *Act*.
- 7.4 The permittee shall apply for renewal/alteration of this permit at least 60 days prior to its expiry.
- 7.5 In the event of any inconsistency between a previously issued "Permit to Operate a Waterworks", and the Terms and Conditions of this "Permit to Operate a Waterworks", the Terms and Conditions of this Permit prevail.
- 7.6 This permit does not replace or supersede any approvals, licenses or authorizations that may be required due to municipal, provincial, or federal legislation. The permittee shall maintain in force any and all such approvals, licenses or authorizations that may be required.
- 7.7 Where any notice or reporting is required to be given by the Permittee, it shall be provided to:

Water Security Agency
Bruce Dahl
10-3904 Millar Avenue
Saskatoon, SK S7P 0B1
Telephone (306) 230-3184
Fax: (306) 933-6820
E.mail: bruce.dahl@wsask.ca

After hours, weekends and holidays, the Agency can be contacted by calling the 1-844-536-9494 Upset Report Line.

Appendix A

File: NB21020-50/WW/OP/North Battleford

Permit to Operate a Waterworks Monitoring Schedule Permit No.: 00002389-08-00

Station Number: SK05EG0307 – Raw water entering FE Holiday plant

Station Number: SK05EG0003 – Water Distribution System

Station Number: SK05EG0040 – Ground Water Treatment Facility

Station Number: SK05EG0041 – Surface Water Treatment Facility

Parameter(s)	Station Number	Testing Required	Limit Applied	Raw Water Sampling Locations and Minimum Sampling Frequency ¹
		Yes	Yes	
1. <i>Giardia and Cryptosporidium</i>	SK05EG0307	X		Semi-annually and following upsets or significant events that may affect raw water quality from the raw water entering the water treatment plant.
2. Turbidity (on-site testing)	SK05EG0307	X		Once (1) per week from the raw water entering the water treatment facility.

Parameter(s)	Station Number	Testing Required	Limit ¹ Applied	Treated Water Sampling Locations and Minimum Sampling Frequency ¹
		Yes	Yes	
1. Bacteriological Total coliform <i>Escherichia coli</i>	SK05EG0003	X	X	3 samples every week from representative locations in the distribution system. Repeat, Special and Other samples resulting from follow-up to a contaminated sample are not considered as regular sample submissions.
2. Chlorine Residual (on-site testing)	SK05EG0003	X	X	Continuously for free residual in the water entering the distribution system at both the surface water treatment facility and the groundwater treatment facility; AND at the same frequency and locations as for bacteriological sampling, for free and total residuals.
3. Turbidity (on-site testing)	N/A	X	X	Continuously from the treated water from the filter effluent from each filter at the surface water treatment facility (SK05EG0041); AND Continuously for water entering the distribution system at the groundwater treatment facility (SK05EG0003); AND at the same frequency and locations as for bacteriological sampling.
4. Chemical - General Alkalinity Bicarbonate Calcium Carbonate Chloride Conductivity Fluoride Hardness Magnesium Potassium Nitrate pH Sodium Sulphate Total dissolved solids	SK05EG0003	X	Limits apply to Nitrate and Fluoride	Once (1) every six (6) months, from the treated water at the groundwater treatment plant. One sample must be taken in each of the following periods of every year: January to June and July to December; AND Once (1) every three (3) months, from the treated water at the surface water treatment plant. One sample must be taken in each of the following periods: January to March, April to June, July to September and October to December.

5. Chemical – Health Aluminium Antimony Arsenic Barium Boron Cadmium Chromium Copper Iron Lead Manganese Selenium Silver Uranium Zinc	SK05EG0003	X	Limits apply to Arsenic, Barium, Boron, Cadmium, Chromium, Lead, Selenium and Uranium	Once (1) every six (6) months, from the treated water at the groundwater treatment plant. One sample must be taken in each of the following periods of every year: January to June and July to December; AND Once (1) every three (3) months, from the treated water at the surface water treatment plant. One sample must be taken in each of the following periods: January to March, April to June, July to September and October to December.
6. Pesticides Atrazine Bromoxynil Carbofuran Chlorpyrifos Dicamba 2,4-D Diclofop-methyl Dimethoate Malathion MCPA Pentachlorophenol Picloram Trifluralin	SK05EG0003	X	X	Once (1) every two (2) years, from the treated water at both water treatment plants. The next sample to be taken in the 2023 calendar year.
7. Trihalomethanes (THMs) and Haloacetic Acids (HAAs)	SK05EG0003	X	X	Twice (2) every three (3) months from the water in the distribution system in 2024 . Samples must be taken in each of the following periods: January to March, April to June, July to September, and October to December. Samples are to be collected from representative locations at an extremity of the distribution system. The same sampling locations are to be used each time samples are collected.
8. Cyanide and Mercury	SK05EG0003	X	X	Once (1) every year, from the treated water at both water treatment plants.

9. Synthetic Organics Benzene Benzo(a)pyrene Carbon tetrachloride Dichlorobenzene 1,2 Dichlorobenzene 1,4 Dichloroethane 1,2 Dichloroethylene 1,1 Dichloromethane Dichlorophenol 2,4 Ethylbenzene Monochlorobenzene Perfluorooctane sulfonate Perfluorooctanoic Acid Tetrachloroethylene Tetrachlorophenol 2,3,4,6 Toluene Trichloroethylene Trichlorophenol 2,4,6 Vinyl chloride Xylene	SK05EG0003	X	X	Once (1) every two (2) years, from the treated water at both water treatment plants. The next samples to be taken in the 2023 calendar year.
10. Microcystin-LR and/or Total Microcystins	SK05EG0003	X	X	Once (1) every month, from the treated water at the surface water treatment plant during the algal bloom period (June-October).
11. Ultraviolet Disinfection (on-site testing)	N/A	X	X	Continuously for ultraviolet dosage, flow rate in the water entering the ultraviolet disinfection system(s), and once per day for ultraviolet transmittance.
12. Manganese (on-site testing)	SK05EG0003	X		Once (1) per week, from the treated water entering the distribution system at the groundwater treatment facility.

¹Limits for identified parameters are provided in Appendix B.

Appendix B

Permit to Operate a Waterworks Permit Limits Permit No.: 00002389-08-00

The following water quality limits apply where identified in Appendix A.

Bacteriological:

- (a) total coliform levels of zero organisms detectable per 100 millilitres;
- (b) *Escherichia coli* levels of zero organisms detectable per 100 millilitres; and
- (c) background bacteria levels of less than 200 organisms per 100 millilitres or no overgrowth.

Chlorine Residual

- (a) a free chlorine residual of not less than 0.2 milligrams per in the water entering a distribution system; and
- (b) a total chlorine residual of not less than 0.5 milligrams per litre or a free chlorine residual of not less than 0.1 milligrams per litre in the water throughout the distribution system.

Ultraviolet Disinfection

As per the Ultraviolet Validation Test Certificate a maximum flow rate through each reactor of 75L/sec and a minimum ultraviolet transmittance of 75% in the treated water shall be maintained in order to achieve 3 log inactivation credit for *Cryptosporidium* and *Giardia*.

Disinfection

- (a) The water treatment facilities must achieve a minimum of 4.0 log removal/inactivation of viruses which can be achieved through a combination of physical removal and/or disinfection.
- (b) The water treatment facilities must achieve a minimum of 2.0 log inactivation of viruses through disinfection.
- (c) The surface water treatment facility must achieve a minimum of 3.0 log inactivation/removal of *Giardia lamblia* cysts and *Cryptosporidium parvum* oocysts through conventional chemically assisted surface water treatment and disinfection.
- (d) The surface water treatment facility must achieve a minimum of 0.5 log *Giardia* inactivation through disinfection.

Turbidity:

Waterworks, regardless of the source, must maintain turbidity levels for water entering the distribution systems at levels that will always result in acceptable microbiological quality and that will not compromise disinfection.

Requirements by Source/Treatment type:

Source/Treatment	Routine Standard	Max. Allowable Exceedance Duration	Absolute Maximum
Surface water ^{1,2} source with monthly average source turbidity greater than or equal to 1.5 NTU, employing chemically assisted filtration	Not to exceed 0.3 NTU, in more than 5% of discrete measurements, each calendar month OR more than 5% of the time each calendar month, if continuous monitoring employed	Not to exceed 0.3 NTU for more than 12 consecutive hours, if continuous monitoring employed	Never to exceed 1.0 NTU
Surface water ^{1,2} source with monthly average source turbidity less than 1.5 NTU and employing chemically assisted filtration.	Not to exceed 0.2 NTU, in more than 5% of discrete measurements, each calendar month or more than 5% of the time each calendar month if continuous monitoring employed.	Not to exceed 0.2 NTU for more than 12 consecutive hours if continuous monitoring employed	Never to exceed 1.0 NTU

Groundwater ³	Not to exceed 1.0 NTU, in more than 5% of discrete measurements, each calendar month OR more than 5% of the time each calendar month, if continuous monitoring employed.	No requirement.	No requirement
¹ Includes surface waters and groundwater under the influence of surface water ² Turbidity value measured from each filter effluent. ³ Turbidity value for water entering the distribution system.			

Chemical – Health

Parameter	MAC ¹ (mg/L)	IMAC ² (mg/L)
Arsenic	0.01	
Barium	1.0	
Benzene	0.005	
Benzo(a)pyrene	0.00001	
Boron		5
Bromate	0.01	
Cadmium	0.005	
Carbon tetrachloride	0.005	
Chlorate	1.0	
Chlorite	1.0	
Chromium	0.05	
Cyanide	0.2	
Dichlorobenzene,1,2	0.2	
Dichlorobenzene,1,4	0.005	
Dichloroethane,1,2		0.005
Dichloroethylene,1,1	0.014	
Dichloromethane	0.05	
Dichlorophenol,2,4	0.9	
Fluoride	1.5	
Haloacetic Acids ³	0.08	
Lead	0.01	
Mercury	0.001	
Microcystin-LR	0.0015	
Monochlorobenzene	0.08	
Nitrate as NO ₃	45	
Selenium	0.01	
Tetrachlorophenol,2,3,4,6	0.1	
Trichloroethylene	0.05	
Trichlorophenol,2,4,6	0.005	
Trihalomethanes ⁴	0.1	
Uranium	0.02	
Vinyl Chloride	0.002	

Radiological⁵

Parameter	MAC (Becquerels/L)
Gross Alpha	0.5
Gross Beta	1.0
Lead-210 (²¹⁰ Pb)	0.2
Radium-226 (²²⁶ Ra)	0.5
Tritium (³ H)	7000
Strontium-90 (⁹⁰ Sr)	5.0
Iodine (¹³¹ I)	6.0
Cesium-137 (¹³⁷ Cs)	10.0

<u>Chemical – Pesticides</u>	Parameter	MAC (mg/L)	IMAC (mg/L)
	<i>Atrazine</i>		0.005
	<i>Bromoxynil</i>		0.005
	<i>Carbofuran</i>	0.09	
	<i>Chlorpyrifos</i>	0.09	
	<i>Dicamba</i>	0.12	
	<i>2,4-D⁶</i>		0.1
	<i>Diclofop-methyl</i>	0.009	
	<i>Dimethoate</i>		0.02
	<i>Malathion</i>	0.19	
	<i>MCPA⁷</i>	0.10	
	<i>Pentachlorophenol</i>	0.06	
	<i>Picloram</i>		0.19
	<i>Trifluralin</i>		0.045

¹ Maximum Acceptable Concentration

² Interim Maximum Acceptable Concentration

³ Haloacetic acids refer to the total levels of monochloroacetic acid, dichloroacetic acid, trichloroacetic acid, monobromoacetic acid and dibromoacetic acid and is based on a locational running average of a minimum of quarterly samples taken from the water mains within a distribution system.

⁴ Trihalomethanes refers to the total levels of chloroform, bromodichloromethane, dibromochloromethane, and bromoform and is based on an annual average of 4 seasonal samples collected from the water mains within the distribution system.

⁵ Radiological - Water samples may be initially screened for radioactivity using gross alpha and gross beta activity determinations. Compliance with the standards may be inferred if the measurements for gross alpha and gross beta activity are less than 0.5 Bq/L (becquerels per litre) and 1.0 Bq/L, respectively, as these are lower than the strictest Maximum Acceptable Concentrations. If these values are exceeded then Table 3 of the *Guidelines for Canadian Drinking Water Quality—Summary Table*, Health Canada, 2012, as amended from time to time, applies.

⁶ 2,4 Dichlorophenoxyacetic Acid

⁷ 2-Methyl-4-Chlorophenoxyacetic Acid

Appendix C

Permit to Operate a Waterworks Water Treatment Plant – Wastewater Discharged to Environment Permit No.: 00002389-08-00

Station Number: SK05EG0379 – NORTH BATTLEFORD FE HOL.WTP-RESID. MGMT FINAL EFF.

Station Number: SK05EG0380 – NORTH BATTLEFORD #1 WTP-RESIDUALS MGMT FINAL EFF.

Parameter	Station Number	Testing Required	Limit ¹ Applied	Treated Water Sampling Locations and Minimum Sampling Frequency
		Yes	Yes	
1. Chlorine Residual¹ (on-site testing)	N/A	X	X	Once (1) every day for total residual in the water entering the receiving environment.
2. Aluminum	SK05EG0379 SK05EG0380	X		Once (1) every month from the water entering the receiving environment.
3. pH (on-site testing)	N/A	X		Once (1) every week from the water entering the receiving environment.
4. Dissolved Oxygen (on-site testing)	N/A	X		Once (1) every week from the water entering the receiving environment.
5. Total Suspended Solids	SK05EG0379 SK05EG0380	X	X	Once (1) every month from the water entering the receiving environment.
7. Acute Lethality²	SK05EG0379 SK05EG0380	X	X	Once (1) every year from the water entering the receiving environment.

¹ If employing the DPD method of total chlorine determination, procedures must compensate for manganese interference.

² The accredited laboratory must adhere to the following biological test methods:

Biological Test Method: Reference Method for Determining Acute Lethality of Effluents to Rainbow Trout
(Reference Method EPS 1/RM/13 Second Edition)

Procedure for pH Stabilization During the Testing of Acute Lethality of Wastewater Effluent to Rainbow Trout
(Reference Method EPS 1/RM/50)

Appendix D

**Permit to Operate a Waterworks
Water Treatment Plant – Wastewater Discharged to Environment
Permit Limits
Permit No.: 00002389-08-00**

The following water treatment plant wastewater quality limits apply where identified in Appendix C.

Chlorine Residual

Non-detectable levels.

Total Suspended Solids

Shall be determined by Downstream Use and Impact Study

Acute Lethality

Shall be non-lethal to greater than 50% of test organisms at 100% effluent concentration.

Appendix B Contractors Safety Orientation Forms

APPENDIX B

CONTRACTOR'S SAFETY ORIENTATION FORMS

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

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

Discussions

ITEM	YES	NO	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:				

Appendix C Service Provider Agreement

APPENDIX C
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)