



**North
Battleford**

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2026

Planning Services

RFP No. EPAI 2026-07

Issue Date:

2026-06-30

Closing Time:

Tuesday, August 25, 2026

2:00 p.m. CST

(Saskatchewan time)

SUMMARY OF KEY INFORMATION

RFP TITLE	Planning Services RFP No. EPAI 2026-07 Proponent must use this title on all correspondence.
CONTACT PERSON	City Clerk's Department City of North Battleford, SK, Canada E-mail: tenders@cityofnb.ca Phone: 306-445-1700
INQUIRIES	Please direct all inquiries by email to the contact person. Inquiries received by any other means may not be answered.
SUBMISSION DEADLINE	2:00 p.m. Saskatchewan time Tuesday, August 25, 2026, or as amended by addendum.
SUBMISSION LOCATION	Proposals are to be submitted electronically to the City Clerk's Department at tenders@cityofnb.ca . Hard-copy submissions will not be accepted unless the City expressly authorizes hard-copy submission as a backup method by addendum or written direction before Closing Time.
Other Important Dates	
Release Date for RFP	2026-06-30
Inquiry Deadline	August 18, 2026
Addendum Deadline	August 20, 2026
Interviews (if Applicable)	August 27, 2026, to September 4, 2026
Anticipated Award	September 14, 2026
Anticipated Project Start	September 21, 2026

DOCUMENT CONTROL	
Template Version: V12	Template Owner:
Approved By:	Approval Date:
Effective Date:	Next Review Date:

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SECTION 1 SUMMARY OF THE OPPORTUNITY

1.1 Project Description

This Request for Proposals (RFP) is issued by the Corporation of the City of North Battleford (the City) to invite qualified proponents to submit proposals for the project, goods, or services described in the project-specific scope of work and appendices.

The project-specific description, technical requirements, design intent, deliverables, and any supporting drawings or reference materials are set out in the appendices or schedules to this RFP.

1.2 Invitation

The City invites qualified proponents to submit a proposal in accordance with this RFP and the project-specific requirements set out in the applicable schedules or appendices.

SECTION 2 PROCUREMENT ADMINISTRATION

2.1 Procurement Contact

The City Clerk's Department administers and coordinates purchasing activities related to the Request for Proposal process for the City of North Battleford. The Clerk's primary responsibility is to ensure that all procurement and tendering processes are conducted in a manner that is transparent, fair, equitable, and consistent with applicable legislation, bylaws, policies, and established procurement practices.

To ensure legislated processes are upheld, the City Clerk's Department shall serve as the sole point of contact for this procurement and shall administer all inquiries, clarifications, addenda, proposal submissions, amendments, withdrawals, and communications related to this RFP.

Any communication regarding this RFP that is not directed through the City Clerk's Department shall not form part of the RFP and shall not be relied upon by any Proponent.

Contact information for the City Clerk's Department is below:

Email: tenders@cityofnb.ca

City Clerk's Department
1291 – 101 Street
North Battleford, SK
S9A 2Y6

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

2.2 Registration and Addenda

Proponents are responsible for monitoring SaskTenders, the City of North Battleford website, and any other identified posting locations for addenda, notices, and procurement updates.

Proponents may register their interest with the City Clerk's Department to assist with the distribution of addenda and procurement notices.

The City may distribute addenda directly to known or registered proponents; however, failure to receive a direct notification shall not relieve a Proponent of its responsibility to obtain and consider all addenda issued before Closing Time.

All addenda issued by the City form part of this RFP.

2.3 Inquiries and Clarifications

All inquiries regarding this RFP shall be directed to the City Clerk's Department.

The City Clerk's Department will coordinate responses with the appropriate City representatives and may issue clarifications or addenda where required.

Any discrepancy, ambiguity, omission, conflict, or uncertainty identified by a Proponent shall be brought to the attention of the City Clerk's Department as soon as reasonably possible.

Verbal discussions, interpretations, or explanations shall not modify the requirements of this RFP. Only a written addendum issued by the City may amend or clarify this RFP.

The City may distribute inquiry responses to all known or registered Proponents where the information may reasonably affect proposal preparation.

2.4 Proposal Submission Requirements

Proposals shall be submitted to the City Clerk's Department before Closing Time.

Late submissions will not be accepted.

The Proponent is solely responsible for ensuring that its complete proposal and all supporting documentation are received by the City before Closing Time.

2.4.1 Electronic Submissions

Proposals shall be submitted electronically unless the City expressly authorizes an alternative submission method by addendum or written direction. The Proposal shall:

- clearly identify the RFP title and number;
- identify the Proponent's legal name;
- include all required forms and supporting documents;
- be submitted in the formats specified in this RFP; and
- be capable of being opened and reviewed by the City.

Electronic submission is the City's preferred and standard submission method. Electronic transmission remains entirely at the Proponent's risk, including risks related to file size, transmission delay, corrupted files, spam filtering, system errors, or any failure of the City to receive the complete Proposal before Closing Time.

2.4.2 Hard Copy Backup Submissions

Hard-copy submissions will not be accepted unless the City expressly authorizes hard-copy submission as a backup method by addendum or written direction before Closing Time. Where authorized, the Proposal shall:

- be submitted in a sealed opaque envelope or package;

- clearly identify the Proponent, RFP title, and RFP number;
- contain the required copies identified elsewhere in this RFP; and
- be delivered to the City Clerk's Department before Closing Time.

Authorization to submit a hard copy does not extend Closing Time or shift delivery risk to the City. Delivery of an authorized hard-copy backup submission is entirely at the Proponent's risk. The City assumes no responsibility for courier delays, mail delays, internal delivery delays, misdirected deliveries, or any failure of a hard-copy Proposal to be received by the City Clerk's Department before Closing Time.

2.5 Proposal Amendments and Withdrawals

A Proponent may amend or withdraw its proposal by written notice received by the City Clerk's Department before Closing Time.

After Closing Time, proposals may not be amended, withdrawn, replaced, or resubmitted except where expressly permitted by the City.

2.6 Opening of Proposals

Proposals will be opened in private.

The City reserves the right to maintain the confidentiality of proposal submissions and evaluation information except where disclosure is required by law.

2.7 Procurement File

The City may maintain a procurement file for this RFP process. The procurement file may include proposal records, addenda, inquiries, clarification responses, correspondence, evaluation materials, scoring records, conflict declarations, recommendation documents, approval records, award documentation, and related procurement administration records.

Procurement records may be retained, used, disclosed, or withheld in accordance with applicable law, including access-to-information and privacy legislation.

2.8 Procurement Schedule

The procurement schedule identified in Appendix B is provided for planning purposes only.

The City reserves the right to amend the procurement schedule at any time by addendum.

SECTION 3 STANDARD TERMS AND CONDITIONS

3.1 Definitions

Throughout this RFP, defined terms have the meanings set out below. Terms not defined in this section shall be given their ordinary meaning in the context of this RFP.

"Appendix" or **"Appendices"** means the appendix or appendices attached to or incorporated into this RFP, as amended by Addenda.

"Addenda" means written amendments, revisions, or clarifications issued by the City in relation to this RFP.

“Closing Time” means the submission deadline identified in this RFP, as amended by Addenda.

“Contract” means the written agreement executed between the City and the successful Proponent for the provision of the goods, services, or work described in this RFP.

“Contract Documents” means the Contract and all documents incorporated into or forming part of the Contract, including this RFP, the successful Proposal, Addenda, appendices, schedules, specifications, forms, and any other documents identified by the City as forming part of the Contract.

“City” means the Corporation of the City of North Battleford.

“Proponent” means a person, firm, partnership, corporation, joint venture, consortium, or other legal entity that submits a Proposal in response to this RFP.

“Proposal” means the written submission provided by a Proponent in response to this RFP.

“RFP” means this Request for Proposals, including all appendices, schedules, forms, exhibits, and Addenda.

“Successful Proponent” means the Proponent selected by the City to enter into a Contract.

“Work” means the goods, services, construction, deliverables, tasks, or other obligations to be provided or performed under the Contract.

3.2 Acceptance of Terms and Conditions

Submission of a Proposal constitutes acknowledgment and acceptance by the Proponent of all terms, conditions, requirements, forms, appendices, schedules, and Addenda contained in or forming part of this RFP.

Each Proposal shall be signed by an individual authorized to bind the Proponent.

A scanned or authorized electronic signature on the Proposal Submission Form is acceptable evidence of the Proponent’s intent to be bound by its Proposal.

3.3 Proponent Obligations and Proposal Commitments

3.3.1 Completeness of Proposal

The Proponent is responsible for ensuring that its Proposal is complete and includes all information, forms, schedules, declarations, pricing information, and supporting documentation required by this RFP.

The City may reject a Proposal that is incomplete, conditional, unclear, or does not comply with the requirements of this RFP.

3.3.2 Proposal Review and Due Diligence

By submitting a Proposal, the Proponent acknowledges that it has carefully examined this RFP and has satisfied itself regarding the nature, scope, requirements, risks, and conditions associated with the Work.

The Proponent shall be deemed to have obtained all information necessary to prepare and submit its Proposal.

3.3.3 Compensation Proposal

Unless otherwise specified, all pricing submitted shall:

- be stated in Canadian dollars;
- include all labour, supervision, materials, equipment, travel, overhead, administration, permits, fees, and other costs necessary to perform the Work;
- remain firm and irrevocable for a period of one hundred twenty (120) calendar days following Closing Time; and
- remain firm for the duration of the Contract if awarded unless specifically outlined otherwise in the RFP.

3.3.4 Proposal Expenses

All costs associated with the preparation and submission of a Proposal shall be borne solely by the Proponent.

The City shall not be responsible for any costs, expenses, losses, damages, or liabilities incurred by a Proponent in connection with this RFP process.

3.3.5 Proposal Ownership

All Proposals submitted in response to this RFP shall become the property of the City upon receipt and will not be returned except where otherwise required by law. The City will treat proposal information as confidential to the extent permitted by applicable law, including The Local Authority Freedom of Information and Protection of Privacy Act or other applicable access-to-information legislation.

3.3.6 Subcontractors

Where subcontractors, consultants, suppliers, or specialist firms are proposed, they shall be clearly identified in the Proposal.

The Proponent shall remain fully responsible for all work performed by subcontractors and suppliers.

The City reserves the right to reject any proposed subcontractor where a conflict of interest, performance concern, or other material issue exists.

3.3.7 Number of Proposals

Unless expressly permitted in Appendix B, Proponents may not submit more than one Proposal. Where alternative or multiple Proposals are permitted, each Proposal must be mutually exclusive and submitted separately.

3.4 City's Rights

3.4.1 Submission of a Response Does not Create Contract A

This RFP is not intended to create Contract A, a formal bidding process, or any other legal obligation between the City and any Proponent.

No contractual relationship shall arise until a written Contract is executed by both parties.

3.4.2 Cancellation of RFP

The City reserves the right to cancel, suspend, postpone, or abandon this RFP process at any time without liability.

3.4.3 Right to Reject or Accept

The City reserves the right, in its sole discretion, to:

- reject any or all Proposals;
- waive minor irregularities or informalities;
- accept any Proposal;
- negotiate with one or more Proponents;
- reissue the RFP;
- amend the scope of work;
- award all, part, or none of the work; or
- proceed in any manner that the City determines to be in its best interests.

The lowest priced Proposal, highest scoring Proposal, or any Proposal will not necessarily be accepted.

3.4.4 Disqualification of Proposals

The City may disqualify a Proposal where:

- the Proposal is incomplete;
- the Proposal contains false, misleading, or inaccurate information;
- the Proposal fails to comply with the requirements of this RFP;
- the Proponent has engaged in prohibited communications;
- the Proponent has a conflict of interest; or
- the Proponent has otherwise acted in a manner that compromises the integrity of the procurement process.

3.4.5 Legal Entities

The City may, in its sole discretion, require confirmation of a Proponent's legal status, authority, and capacity to enter into the Contract and may reject a Proposal or decline to enter into a Contract if the City is not satisfied that the Proponent is properly identified or has the required legal capacity.

3.4.6 Past Legal Action (Litigation)

The City may consider whether the Proponent, or any officer or director of the Proponent, is or has been involved in legal action with the City or its elected or appointed officials, representatives, or employees where that legal action is relevant to the procurement, the Proponent's ability to perform the Work, potential conflicts of interest, risk to the City, or the integrity of the procurement process.

3.4.7 Negotiations

The City reserves the right to enter into negotiations with one or more Proponents.

Negotiations may include clarification of scope, pricing, technical requirements, contract terms, project schedule, deliverables, or other matters considered relevant by the City.

3.4.8 Discrepancies in Proponent's Financial Proposal

The City may seek clarification of apparent pricing discrepancies, errors, or omissions and may correct obvious arithmetic errors apparent on the face of the Proposal, including discrepancies between unit prices and extended totals, provided that such clarification or correction does not permit a substantive amendment to the Proposal after Closing Time.

3.4.9 No Adjustments to Proposals

After Closing Time, a Proponent may not unilaterally amend, withdraw, replace, or resubmit its Proposal except where expressly permitted by the City. If the City requests clarification, the Proponent's written response will form part of its Proposal.

3.4.10 Proposal Validity

Unless otherwise specified in the RFP, each Proposal is irrevocable and open for acceptance by the City for 120 calendar days after Closing Time.

3.4.11 Intellectual Property Rights

Unless otherwise stated in this RFP or the Contract, the City shall own the intellectual property rights in deliverables specifically created for the City under the Contract upon payment in accordance with the Contract. Pre-existing intellectual property, licensed materials, software, methodologies, tools, templates, or third-party content shall remain the property of the applicable owner, subject to any licence or use rights granted to the City under the Contract.

The Successful Proponent shall ensure that the City receives sufficient rights to use, reproduce, modify, maintain, and rely on the deliverables for the City's intended municipal purposes, unless otherwise stated in the Contract.

3.4.12 Provisional Items

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

The City may reduce, remove, or decline to award provisional items without liability for anticipated profit or other damages.

3.4.13 Liability for Errors

Information in this RFP is provided as a guideline only and is not warranted to be complete or error-free. Proponents remain responsible for forming their own conclusions about the requirements, risks, and conditions affecting the work.

3.4.14 Performance Evaluation

The City reserves the right to evaluate the performance of the successful Proponent during and after completion of the Contract and to consider that performance in future procurement opportunities.

3.5 Health and Safety

The successful Proponent shall comply with all applicable occupational health and safety legislation.

The Proponent shall be responsible for ensuring that all employees, subcontractors, consultants, suppliers, and agents involved in the performance of the work comply with applicable health and safety requirements.

Additional project-specific health and safety requirements may be included in the Professional Services Agreement, including its schedules, or in the project-specific appendices to this RFP.

3.6 Legal Matters

3.6.1 Confidentiality

The Proponent shall maintain the confidentiality of all information provided by or on behalf of the City and shall use such information solely for the purposes of preparing a Proposal or performing a resulting Contract.

3.6.2 Conflict of Interest Statement

Proponents shall disclose any actual, potential, or perceived conflict of interest relating to this procurement process or any resulting Contract.

The City reserves the right to determine whether a conflict exists and to take any action it deems appropriate.

3.6.3 No Lobbying

Proponents shall not attempt to influence the outcome of the procurement process through lobbying, improper communications, media campaigns, or contact with City officials outside of the processes established by this RFP.

3.6.4 Non-Collusion

By submitting a Proposal, the Proponent warrants that its submission has been prepared independently and without collusion, fraud, or improper agreement with any other party.

3.6.5 Legislative and Licensing Requirements

The Proponent shall comply with all applicable federal, provincial, and municipal laws, regulations, bylaws, and standards.

3.6.6 Access to Information and Protection of Privacy

Proponents acknowledge that proposals and related records submitted to the City are subject to applicable access-to-information and privacy legislation, including The Local Authority Freedom

of Information and Protection of Privacy Act. Proponents should clearly mark any information they believe to be confidential, recognizing that such marking does not guarantee that the information will be withheld from disclosure.

3.6.7 Contract Formation and Post-Award Requirements

Selection of a Successful Proponent does not create a binding contract unless and until a written Contract has been executed by both the City and the Successful Proponent in a form acceptable to the City.

3.6.8 Contract Finalization Delay

Failure to execute a Contract within thirty (30) days of notification of selection may result in the City terminating negotiations and proceeding with another Proponent or cancelling the procurement.

3.6.9 Business License

Where required by law or City bylaw, the successful Proponent shall obtain and maintain a valid City of North Battleford business licence.

3.7 Insurance

The Successful Proponent must, at its own expense, obtain and maintain insurance acceptable to the City for the term of the Contract and any applicable maintenance or warranty period. Proof of insurance must be provided before work begins.

Project-specific insurance requirements are set out in the Professional Services Agreement, including its insurance schedule, and form part of the Contract Documents. If there is a conflict between the standard insurance wording in this RFP and the insurance schedule to the Professional Services Agreement, the order of precedence in the Contract Documents shall apply.

SECTION 4 EVALUATION OF PROPOSALS

4.1 Evaluation Committee

The City may evaluate Proposals using an Evaluation Committee, which may include City staff, consultants, advisors, or subject matter experts selected by the City.

Evaluation records, scoring, deliberations, and recommendations are confidential and will not be published or shared with other Proponents or the public except where disclosure is required by law.

4.2 Evaluation Criteria

Proposals will be evaluated in accordance with the evaluation criteria, weighting, scoring matrix, mandatory requirements, and any disqualification rules set out in Appendix B. The City may also consider any information reasonably relevant to determining which Proposal is most advantageous to the City, including compliance with this RFP, risk, value, capacity, schedule, references, past performance, and the Proponent's ability to perform the Work.

4.2.1 Evaluation Categories

Evaluation categories may include proposal detail, methodology, schedule, resource commitments, qualifications and experience, references, past performance, financial considerations, and any other project-specific criteria identified in Appendix B.

4.2.2 Methodology, Work Plan, and City Involvement

The City may evaluate the Proponent's proposed methodology, work plan, assumptions, approvals, sequencing, deliverables, quality-control processes, and the extent of support or participation expected from the City.

4.2.3 Timelines and Schedule

The City may evaluate the Proponent's proposed schedule, including the ability to meet required milestones, reasonableness of timelines, sequencing of activities, risks to schedule, and any proposed alternatives that may improve value, efficiency, or delivery.

4.3 Resource Commitments

The Proponent must demonstrate appropriately skilled personnel, consultants, and subcontractors necessary to perform the Contract with due care, skill, and efficiency. The Proponent remains solely responsible to the City for all work performed by its personnel, consultants, subcontractors, and suppliers.

4.4 Past Performance

The City may consider past performance information, including prior work with the City or other clients, references, available performance records, demonstrated reliability, contract administration history, and any information relevant to the Proponent's ability to perform the Work.

4.5 References

The City may contact references provided by a Proponent or otherwise reasonably identified by the City during the evaluation process. Information received from references may be used to assess the Proponent's experience, capacity, reliability, past performance, and ability to perform the Work.

4.6 Supplemental Evaluation Activities

The City may request clarification, interviews, presentations, demonstrations, reference checks, site visits, or additional information from one or more Proponents and may consider the results of those activities as part of its evaluation.

4.7 Financial Evaluation

Financial evaluation, including any pricing formula, cost scoring method, weighting, treatment of provisional items, or assessment of overall value, will be set out in Appendix B or the applicable pricing form.

4.8 No Obligation to Award Based on Lowest Cost or Highest Score

The City is not obligated to award to the lowest priced Proposal, the highest scoring Proposal, or any Proposal. The City may determine which Proposal, if any, is most advantageous to the City in accordance with this RFP.

4.9 Debriefings

Unsuccessful Proponents may request a procurement debrief following award. Debriefs may be provided at the City's discretion and will focus on the requesting Proponent's submission.

The City will not disclose confidential information, commercially sensitive information, evaluation deliberations, scoring details, or information relating to other Proponents except where disclosure is required by law.

SECTION 5 APPENDICES

Appendices may include project-specific materials, required forms, and City standard documents. Some appendices are included in their required form and are not intended to be edited except where the appendix itself provides fillable fields or project-specific blanks.

The appendices form part of this RFP and contain the project-specific requirements, technical requirements, scope of work, deliverables, evaluation matrix, submission forms, pricing information, drawings, maps, payment and invoicing requirements, standard City forms, and other supporting documents applicable to the procurement. Where a project-specific requirement in an appendix is intended to supplement the standard front-end provisions, both shall be read together. Where there is a conflict, the order of precedence set out in the Contract or this RFP shall apply.

APPENDIX A - PROJECT INFORMATION, SCOPE OF WORK, AND DELIVERABLES

1. PROJECT OVERVIEW

The City of North Battleford requires the services of a Registered Professional Planner to provide professional planning support, statutory planning oversight, mentorship for City planning staff, and assistance with current and future planning initiatives, including development review and updates to the City's Official Community Plan and Zoning Bylaw.

2. BACKGROUND AND CONTEXT

The City currently has two Junior Planners on staff who are registered with the Saskatchewan Professional Planners Institute. The City intends to continue developing internal planning capacity, with the expectation that at least one staff member may be able to obtain Registered Professional Planner status during the term of the Contract.

The City has completed substantial work to identify issues with its current planning bylaws, structure future bylaw updates, and align future planning documents with current City strategic priorities, direction, and goals.

3. PROJECT OBJECTIVES

The objectives of the Work are to ensure that the City can meet applicable statutory planning requirements, maintain high-level professional oversight of planning functions, support staff development toward professional planning accreditation, and advance work related to the City's Official Community Plan and Zoning Bylaw.

4. SCOPE OF WORK

The Successful Proponent will act as the City's external professional planning resource and will provide advice, review, oversight, mentoring, and project-support services on an as-needed basis throughout the term of the Contract. The Work is intended to supplement the City's internal planning capacity, ensure that statutory and professional planning requirements are met, and support City staff as they manage day-to-day planning matters and advance longer-term planning initiatives. The City will complete GIS and mapping work in-house. The Successful Proponent may be asked to provide planning input on mapping requirements, review City-prepared maps for consistency with planning policy and regulatory direction, identify mapping-related policy or regulatory issues, and comment on map-document alignment.

4.1 General planning support, development review, statutory advice, and document control

Provide high-level oversight of the City's planning functions; advise on statutory requirements under applicable planning and development legislation; review and comment on complex development permit applications, Zoning Bylaw amendments, and subdivision applications; coach City staff in preparing for Council presentations where required; review existing planning-related documents where relevant to assigned work; identify gaps, conflicts, inconsistencies, implementation risks, or usability issues in draft materials; and assist with planning-file, bylaw-material, and deliverable document-control practices.

4.2 Junior Planner sponsorship and mentorship

Provide mentorship and sponsorship support for two City planning staff through the Professional Standards Board process, including professional development advice, practical planning guidance, and support toward Registered Professional Planner designation.

4.3 Official Community Plan rewrite support

Assist City staff with the complete rewrite of the Official Community Plan, including review of the existing Official Community Plan, amendments, background materials, issue lists, related City documents, community vision, goals, objectives, policy framework, current and future land use, growth management, economic development, public works and servicing, natural hazards, environmentally sensitive lands, source water protection, coordination with adjacent municipalities, implementation, municipal reserve matters, lands in proximity to existing or proposed railway operations, statutory requirements, provincial land use policies, Statements of Provincial Interest, ministerial approval requirements, and approval-readiness materials.

4.4 Zoning Bylaw rewrite support

Assist City staff with the comprehensive Zoning Bylaw rewrite, including review of the existing Zoning Bylaw, amendments, districts, uses, definitions, administration and development permit procedures, permitted and discretionary uses, zoning districts, lot and building standards, parking and loading, landscaping, screening, signage, outdoor storage, minor variances, fees, penalties, appeals, zoning maps and schedules prepared by the City, consolidation of existing and proposed amendments, consistency with the Official Community Plan, statutory requirements, provincial land use policies, Statements of Provincial Interest, ministerial approval requirements, and approval-readiness materials.

4.5 Public and stakeholder engagement

Advise on public engagement, stakeholder consultation, public-facing materials, consultation summaries, comment-response tables, Council review, Council workshops, statutory public notice, public hearing preparation, adoption-readiness, ministerial approval submission, provincial review comments, and final approval-readiness materials.

5. OUT-OF-SCOPE WORK

The planning consultant is not expected to routinely present directly to Council. The City may request the consultant to attend or present to Council where a complex planning issue, Official Community Plan matter, Zoning Bylaw matter, public hearing, or other significant planning matter requires registered professional planning support.

GIS production, map-making, and preparation of GIS mapping products are out of scope.

6. DELIVERABLES

The Successful Proponent will provide professional planning outputs and support materials as requested by the City throughout the term of the Contract. Deliverables may be provided verbally, by email, through written comments, in meeting discussions, or as formal documents, depending on the nature and complexity of the assignment. At a minimum, the Successful Proponent is expected to provide clear, practical, and professionally supportable advice and documentation that City staff can rely on for planning decisions, staff development, statutory compliance, and advancement of the Official Community Plan and Zoning Bylaw work.

- Professional planning advice and oversight as required by the City.
- Written review comments on complex development permit applications, Zoning Bylaw amendments, and subdivision applications, as required.
- Mentorship and sponsorship support for City planning staff pursuing Registered Professional Planner status.

- Mentorship and sponsorship may be tracked as a distinct work component for budgeting and invoicing purposes, while remaining part of the overall Work.
- Guidance, review, and project-planning support for the new Official Community Plan and Zoning Bylaw, including public consultation support where required by the City.
- Budget estimates, best-practice review, project plans, project goals, and deliverable definitions where requested by the City.
- OCP/Zoning Bylaw work plan, schedule, and task sequencing, where requested.
- Background review, issue summary, or gap analysis memorandum.
- Statutory and provincial policy compliance checklist.
- Recommendations on Official Community Plan structure, policy framework, implementation approach, and supporting maps prepared by the City.
- Recommendations on Zoning Bylaw structure, zoning districts, permitted and discretionary uses, development standards, definitions, administration provisions, and maps or schedules prepared by the City.
- Drafting, review comments, markups, or revised text for Official Community Plan and Zoning Bylaw materials, as requested by the City.
- Public and stakeholder engagement plan, consultation materials, meeting materials, and engagement summary reports.
- Council workshop, Council report, public hearing, and statutory adoption support materials.
- Comment-response matrix or issue-tracking table for review comments received from City staff, Council, stakeholders, the public, or approving authorities.
- Adoption-readiness checklist and implementation recommendations.
- Ministerial approval submission package support, provincial review comment-response support, and final approval-readiness materials for the Official Community Plan and comprehensive Zoning Bylaw rewrite.

7. PROJECT SCHEDULE AND MILESTONES

Services are expected to begin upon execution of the professional services agreement. The initial Contract term is expected to expire on December 31, 2028, with options for two, one-year extensions. Hourly rates are expected to be reviewed before September 30 before each option year, with new rates for the following year to be agreed upon by the parties.

8. TECHNICAL REQUIREMENTS

The Successful Proponent must be a Registered Professional Planner and must be capable of providing professional planning services consistent with applicable Saskatchewan planning and development legislation and professional planning practice standards.

9. REGULATORY, PERMITTING, AND APPROVAL REQUIREMENTS

The Work includes supporting the City in meeting statutory requirements under applicable planning and development legislation. The Successful Proponent is expected to provide professional advice and guidance respecting applicable legislative, regulatory, and approval requirements relevant to the City's planning functions.

Because the Work involves a complete rewrite of the Official Community Plan and a major rewrite of the Zoning Bylaw, ministerial approval is required. The Successful Proponent shall assist the City in preparing ministerial approval submission materials, confirming statutory compliance, supporting provincial review, and addressing any comments or conditions arising from the approval process.

10. CITY RESPONSIBILITIES AND AVAILABLE INFORMATION

The City will provide access to relevant background information, existing planning documents, known bylaw review materials, City staff, and available information related to development permit applications, Zoning Bylaw amendments, subdivision applications, and the Official Community Plan and Zoning Bylaw update work.

11. PROPONENT RESPONSIBILITIES

The Successful Proponent is responsible for providing professional planning advice, maintaining appropriate professional qualifications, supporting City staff development, completing timely reviews and comments, advising on statutory requirements, and coordinating with City staff on planning matters assigned under the Contract.

12. MEETINGS, REPORTING, AND COMMUNICATIONS

The Successful Proponent is expected to communicate regularly with City staff throughout the term of the Contract. Regular meetings and communication expectations include:

- Mentorship meetings with junior City planning staff approximately every two weeks on average including identifying professional development opportunities.
- Project update meetings with City staff approximately every two weeks.
- Coaching and preparation meetings to support City staff with Council reports, Council presentations, or other Council-related matters, as required.
- Additional meetings, workshops, review meetings, or issue-specific discussions as needed to address development applications, bylaw matters, Official Community Plan and Zoning Bylaw work, statutory planning requirements, public consultation matters, or other matters arising during the term of the Contract.

13. STAKEHOLDER, PUBLIC, OR INDIGENOUS ENGAGEMENT

The Successful Proponent is expected to guide City staff through stakeholder and public consultation requirements associated with the Official Community Plan and Zoning Bylaw work. The level of support may vary by task, but may include:

- reviewing the City's current public consultation processes and recommending modernization or improvement opportunities;
- assisting with a public and stakeholder engagement strategy for the Official Community Plan and Zoning Bylaw work;
- facilitating public consultation activities, including public open houses, meetings, workshops, surveys, online engagement, or other engagement activities, as required by the City;
- identifying appropriate public, stakeholder, agency, and intermunicipal consultation opportunities;

- supporting staff workshops, Council workshops, public open houses, public meetings, surveys, online engagement, or other engagement activities, as required;
- preparing or reviewing engagement materials, presentation materials, notices, comment forms, surveys, frequently asked questions, and other public-facing materials;
- summarizing public and stakeholder feedback through engagement summaries, “what we heard” reports, issue logs, or comment-response matrices;
- advising City staff on how public and stakeholder feedback should be considered in draft policy, regulatory, mapping, or implementation materials; and
- supporting statutory public notice, public hearing preparation, Council reporting, and adoption-readiness activities, where requested by the City.

14. DATA, RECORDS, AND DOCUMENT CONTROL

The Successful Proponent will assist the City in reviewing existing document-management and document-control practices related to planning files, bylaw materials, draft Official Community Plan and Zoning Bylaw documents, public engagement records, Council materials, and final deliverables.

15. QUALITY ASSURANCE AND QUALITY CONTROL

The Successful Proponent shall maintain appropriate quality assurance and quality control processes for professional advice, written comments, draft materials, and other deliverables provided under the Contract. Quality assurance and quality control expectations include senior professional review where appropriate, consistency checks against applicable legislation and City direction, review for internal consistency and usability, version control for draft materials, timely correction of errors or omissions, and response to City review comments. Draft Official Community Plan and Zoning Bylaw materials should be reviewed for clarity, statutory compliance, consistency with applicable provincial policy direction, administrative usability, and alignment between policy direction and regulatory implementation.

16. ASSUMPTIONS, CONSTRAINTS, AND DEPENDENCIES

The City expects that the amount of work required under the Contract will be approximately similar each year. As City staff gain accreditation and experience, the focus of the Work is expected to shift toward support for the new Official Community Plan and Zoning Bylaw. Proponents should identify any assumptions, dependencies, risks, or sequencing considerations that may affect the timing, scope, or level of effort required to complete Official Community Plan and Zoning Bylaw support during the Contract term.

It is expected that the Official Community Plan and comprehensive Zoning Bylaw rewrite will be completed, adopted by Council, submitted for and receive required ministerial approval, and come into effect on January 1, 2028.

17. TRAINING REQUIREMENTS

The Successful Proponent is expected to support practical knowledge transfer and capacity building for City staff throughout the Contract. Training requirements are intended to supplement, not replace, the mentorship and sponsorship requirements described elsewhere in this Appendix.

- recommend a training and mentorship approach for the City’s Junior Planners to support progression toward Registered Professional Planner designation;

- provide practical guidance on development review, subdivision review, Zoning Bylaw interpretation, statutory planning procedures, Council report preparation, public hearing preparation, and planning file documentation;
- identify professional development opportunities, work experience requirements, and practical assignments that may assist Junior Planners with Professional Standards Board requirements;
- provide knowledge-transfer support related to the Official Community Plan and Zoning Bylaw rewrite so City staff understand the structure, policy choices, regulatory intent, and implementation implications of the new documents; and
- recommend Council training or workshop topics related to statutory planning responsibilities, The Planning and Development Act, the Official Community Plan, the Zoning Bylaw, public hearing requirements, municipal decision-making roles, and implementation of the new planning documents.

18. OPTIONAL, PROVISIONAL, OR FUTURE WORK

The Contract is expected to include options for two one-year extensions beyond the initial term ending December 31, 2028, subject to agreement on rates and any required approvals.

19. PROJECT-SPECIFIC TERMS OR SPECIAL CONDITIONS

The following project-specific terms and special conditions apply to the Work:

- The Successful Proponent must have a Registered Professional Planner assigned to the Work who is registered, or eligible to practise, in Saskatchewan and is in good standing with the applicable professional planning body.
- The Registered Professional Planner must provide or oversee professional planning advice, statutory planning review, mentorship, and deliverable review under the Contract.
- The Successful Proponent must have demonstrated experience with Saskatchewan municipal planning practice, including Official Community Plans, Zoning Bylaws, statutory adoption processes, public consultation, and ministerial approval requirements.
- The Work is intended to support City staff and supplement internal capacity. The Successful Proponent is not expected to replace City staff, act as the City's sole planning department, or assume responsibility for decisions that remain with City administration, Council, or approving authorities.
- GIS production, map-making, and preparation of GIS mapping products are excluded from the core Work unless expressly authorized by the City. The Successful Proponent may be asked to provide planning input and review comments on City-prepared maps.
- The City may authorize, track, budget, and invoice work by separate work category, including ongoing planning support, Junior Planner sponsorship and mentorship, Official Community Plan rewrite support, Zoning Bylaw rewrite support, and public/stakeholder engagement or Council-support activities.

APPENDIX B PROJECT SPECIFIC PROPOSAL REQUIREMENTS & EVALUATION

1. Timetable

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

Task	Date(s)
Release Date for RFP	2026-06-30
Inquiry Deadline	August 18, 2026
Addendum Deadline	August 20, 2026
RFP Close Date	Tuesday, August 25, 2026
Interviews (if Applicable)	August 27, 2026, to September 4, 2026
Anticipated Award	September 14, 2026
Project Start	September 21, 2026

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

2. MANDATORY PROPOSAL REQUIREMENTS

Mandatory requirements are evaluated on a pass/fail basis and are not scored unless specifically identified in the evaluation matrix.

To be considered compliant, each Proposal must include the required submission forms, pricing information, professional qualification information, and supporting documents identified in this RFP. At minimum, each Proposal must satisfy the following mandatory requirements:

- The Proposal must be received by the City before Closing Time.
- The Proposal must include a completed and signed Proposal Submission Form.
- The Proposal must include a completed Declaration of Disclosure / conflict of interest declaration.
- The Proposal must acknowledge all Addenda issued by the City, if any.
- The Proposal must include a completed financial proposal or pricing form.
- The Proposal must identify the Registered Professional Planner who will provide or oversee the professional planning services and mentorship services.
- The Proposal must demonstrate that the proposed Registered Professional Planner is registered, or eligible to practise, in Saskatchewan and is in good standing with the applicable professional planning body.
- The Proposal must include sufficient information for the City to evaluate the Proponent's qualifications, experience, methodology, available resources, and pricing.

3. COMPLIANCE REVIEW

Prior to detailed evaluation and scoring, the City may review each Proposal to determine whether the Proposal satisfies the mandatory submission requirements, required forms, required

signatures, addenda acknowledgments, pricing submission requirements, and other pass/fail requirements identified in this RFP.

The City may disqualify a Proposal that does not satisfy mandatory requirements. The City may also request clarification where permitted by this RFP, provided that such clarification does not permit a Proponent to submit a new Proposal or materially amend its Proposal after Closing Time.

4. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The Proponent must identify the Registered Professional Planner(s) who will provide or oversee the professional planning services and provide mentorship services. The Proposal should also identify any required professional designations, registrations, licences, or certifications held by the proposed personnel.

Proposals should be structured to allow the City to evaluate the Proponent's qualifications, proposed approach, staffing, relevant experience, and proposed compensation model with minimal unnecessary submission burden.

- Cover letter or letter of introduction, targeted to no more than two pages.
- Brief description of proposed team members, including names, roles, responsibilities, availability, years of relevant municipal planning experience, professional designations, and the specific services each person is expected to provide.
- Firm promotional material, or a link to the Proponent's promotional material on its website.
- Examples of completed relevant projects, or a link to relevant completed projects on the Proponent's website.
- Curriculum vitae for assigned staff.
- Summary of hourly fees, rates, and expense charges.
- A copy of the Proponent's proposed professional services agreement, if applicable.

In addition to the items listed above, each Proposal should describe the Proponent's approach to the Official Community Plan and Zoning Bylaw work, including how planning policy, land use regulation, public engagement, economic development, housing, infrastructure, complex social issues, statutory adoption, ministerial approval submission, provincial review comments, and approval timing risks should be considered together in developing practical and implementable planning documents. The Proposal should also identify any relevant experience with downtown revitalization, infill development, or comparable complex municipal planning matters where relevant to the Work.

- experience preparing or updating Official Community Plans and Zoning Bylaws for Saskatchewan municipalities or comparable Canadian municipalities;
- understanding of the relationship between an Official Community Plan and Zoning Bylaw;
- approach to reviewing existing documents, consolidating amendments, identifying gaps, and improving usability;
- approach to supporting City staff where the City has already completed internal drafting or issue-identification work;
- approach to public consultation, stakeholder engagement, Council workshops, statutory adoption, ministerial approval submission, provincial review comment responses, and approval timing risks;

- approach to mentorship, sponsorship, and knowledge transfer for junior planning staff;
- proposed work plan, availability, staffing, meeting approach, and assumptions for Official Community Plan and Zoning Bylaw support; and
- approach to document usability, implementation, administration, and long-term amendment of the planning documents.

5. FINANCIAL PROPOSAL REQUIREMENTS

Proponents are expected to propose how they will be compensated for the services provided. The City anticipates that services will be provided on an hourly basis at a per-hour rate, although other compensation models may be considered. Proposals must include hourly fees, rates, expense charges, disbursement assumptions, taxes, and any assumptions or exclusions related to compensation. The financial proposal must be completed using the work categories in Appendix E. These categories are intended to support budget tracking, authorization, invoicing review, and comparison of Proposals, and do not limit the full scope of Work described in Appendix A. Proponents should not price GIS or mapping production as a required consultant service, as GIS and mapping will be completed by the City in-house unless expressly authorized by the City.

6. PAYMENT AND INVOICING REQUIREMENTS

The Successful Proponent shall be paid in accordance with the Contract, the accepted pricing, and any payment terms set out in this RFP, the appendices, or the Contract. Project-specific payment milestones, holdbacks, progress payment requirements, deliverable-based payment requirements, phase-based payment requirements, or invoicing conditions shall be set out in this appendix or the Contract.

Each invoice shall include, at minimum:

- the Successful Proponent's invoice number;
- the City's purchase order number, if issued;
- the project title;
- the billing period, phase, milestone, deliverable, or work period being invoiced;
- a description of the Work completed; and
- a billing summary showing the amount claimed, the basis for the claim, amounts previously invoiced, and the remaining balance, where applicable.
- where practical, an allocation of fees, disbursements, and taxes by the Appendix E work categories used for pricing, budget tracking, and invoice review.

7. EVALUATION MATRIX

The evaluation matrix below will be used to score compliant Proposals. The total weighting equals 100%.

Evaluation Criterion	Max Points	Weight	Notes
Understanding of project / response to Appendix A	5	20%	Evaluates the Proponent's understanding of municipal planning support, statutory planning requirements, staff mentorship, development review support, and Official Community Plan and Zoning Bylaw modernization needs.
Methodology, work plan, and schedule	5	10%	Evaluates the proposed approach to on-call planning support, Official Community Plan and Zoning Bylaw review and drafting support, review of City-prepared maps, public engagement, Council support, statutory adoption, ministerial approval submission, provincial review comment responses, document review, and task sequencing.
Qualifications of Team, experience, and resource commitments	5	25%	Evaluates Registered Professional Planner qualifications, Saskatchewan municipal planning experience, Official Community Plan and Zoning Bylaw experience through adoption and ministerial approval, public engagement experience, mentorship capacity, experience with economic development, housing, infrastructure planning, complex social issues, downtown revitalization, infill development, or comparable municipal planning matters, and availability of key personnel.
Completeness of Proposal	5	5%	Evaluates the extent to which the Proposal is complete, responsive, well organized, and provides the information required by the RFP.
References and past performance	5	30%	Evaluates experience with comparable municipal planning assignments, quality and usability of completed Official Community Plan and Zoning Bylaw work, demonstrated experience supporting Saskatchewan municipal planning documents through adoption and ministerial approval, responsiveness, collaboration with municipal staff, and performance on similar long-term planning support contracts.
Financial evaluation / overall value	5	15%	Evaluates hourly rates, cost assumptions, expense charges, proposed compensation model, value for money, and clarity of pricing across the Appendix E work categories, including the City's ability to compare and track budget-specific work streams.
Total		100%	

Scoring Guidance

0 = Information not provided.

1 = Does not meet requirements.

2 = Significant deficiencies or concerns.

3 = Meets requirements with some weaknesses.

4 = Meets requirements well with minor weaknesses.

5 = Exceeds requirements and demonstrates exceptional value.

For scored evaluation criteria, a score of 1 or below on any evaluation criterion may result in disqualification regardless of the Proponent's total score, where the City determines that the deficiency creates a material risk to successful performance of the Work.

8. SCORING METHODOLOGY AND MINIMUM THRESHOLDS

Mandatory requirements are evaluated on a pass/fail basis before scoring. Minimum score thresholds apply only to scored criteria where a threshold is expressly stated in the evaluation matrix or where this RFP identifies the criterion as mandatory or critical. A Proposal may be disqualified for failing a mandatory requirement, for failing to meet an expressly stated minimum threshold, or for receiving a score of 1 or below on a mandatory or critical criterion where the City determines that the deficiency creates a material risk to successful performance of the Work.

9. FINANCIAL EVALUATION METHODOLOGY

The lowest-cost Proposal will receive 5 points for the financial evaluation criterion.

All other proposals will be awarded points as follows:

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

10. REFERENCES AND PAST PERFORMANCE INFORMATION REQUIRED

Proponents must provide examples of completed relevant projects, especially Official Community Plans and Zoning Bylaws in Saskatchewan. Proponents may provide website links to relevant project examples where the information is readily accessible. The City may use this information to assess relevant experience, municipal planning capability, and past performance.

11. INTERVIEWS, PRESENTATIONS, DEMONSTRATIONS, OR CLARIFICATIONS

The City may invite one or more Proponents to participate in an interview. Interviews may be used to meet the proposed team, clarify the Proposal, assess the Proponent's understanding of the Work, and discuss the Proponent's approach to working with City staff.

Where interviews, presentations, demonstrations, clarification meetings, or similar supplemental evaluation activities are used, the City may evaluate matters such as:

- the Proponent's understanding of the project;
- the proposed methodology and work plan;
- the experience, availability, and role of key personnel;
- project risks, assumptions, and mitigation strategies;

- schedule and delivery approach;
- communication and reporting approach; and
- any other project-specific matters identified in this RFP.

If supplemental evaluation activities will affect scoring, the process, scope, weighting, and any applicable rules should be described in this appendix.

12. ALTERNATIVE OR MULTIPLE PROPOSALS

Multiple proposals from the same proponent are not acceptable.

13. REQUIRED ATTACHMENTS AND FORMS

The table below is the consolidated checklist of forms, attachments, and proposal content that must be included with a Proposal. Proponents should provide concise information that directly supports evaluation of the Proposal. Where firm profiles, project examples, or other background materials are available online, the City prefers a clear web link instead of lengthy promotional attachments.

Attachment / Form / Proposal Content	Requirement
Completed and signed Proposal Submission Form	Required
Declaration of Disclosure / conflict of interest declaration	Required
Cover letter or letter of introduction, targeted to no more than two pages	Required
Acknowledgment of Addenda in the Proposal Submission Form or cover letter	Required, if issued
Understanding of the project and response to Appendix A	Required
Methodology, work plan, schedule, assumptions, and risks, including approach to OCP/Zoning Bylaw support, review of City-prepared maps, statutory adoption, ministerial approval submission, provincial review comments, and approval timing	Required
Team qualifications, roles, resumes, Registered Professional Planner credentials, subcontractors, and key personnel	Required
Relevant experience, OCP/Zoning Bylaw project examples, Saskatchewan adoption and ministerial approval experience, references, and past performance information	Required / link preferred
Financial proposal / completed Appendix E pricing form, including hourly rates, expense charges, disbursement assumptions, taxes, proposed compensation model, and allocation of pricing by Appendix E work category	Required
Licences, certifications, WCB clearance, insurance evidence, business licence information, or other supporting documents requested by the City	Required, if requested
Firm promotional material or web link	Required / link preferred

APPENDIX C DRAWINGS, MAPS, AND TECHNICAL INFORMATION

The following links are provided for reference to the City's current Official Community Plan and Zoning Bylaw.

These links are provided for information and proposal-preparation purposes. Proponents are responsible for reviewing the current documents and confirming whether any updates, amendments, maps, schedules, or related materials are relevant to their Proposal.

[Official Community Plan | City of North Battleford](#)

[Bylaws | City of North Battleford](#)

APPENDIX D PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL No. RFP No. EPAI 2026-07

PROJECT: Planning Services

CLOSING: Tuesday, August 25, 2026

I/WE submit this Proposal for the provision of the goods, services, construction, or deliverables described in the RFP for the above-named project.

I/WE have carefully reviewed the RFP documents, including the appendices and any Addenda issued by the City, and have submitted the information required by the RFP.

I/WE agree, if selected, to provide the goods, services, construction, or deliverables in accordance with the Contract, this RFP, the appendices, Addenda, and our Proposal as accepted by the City.

I/WE acknowledge receipt of Addenda numbered _____ to _____ inclusive, and confirm that the Proposal includes any changes, clarifications, or requirements set out in those Addenda.

I/WE confirm that the person signing this Proposal is authorized to bind the Proponent.

The City is not obligated to award to the lowest priced Proposal, the highest scoring Proposal, or any Proposal, and may award all, part, or none of the Work in accordance with the RFP.

Proponent's Legal Name _____

Street Address _____ City _____ Postal Code _____

Print Name of Person Signing for Company _____

Print Title of Person Signing for Company _____

Email address _____ Phone No. _____

Signed at _____ this _____ day of _____, 20____.

Signature of Person Signing for Company _____

This form must be signed by a person with authority to bind the Proponent. A scanned or authorized electronic signature is acceptable for electronic submission.

APPENDIX E PRICING FORM

1. Work / Fee Table

Description of Work	Professional Fees	Disbursements	Disbursements Markup	Total
Ongoing professional planning support, development review, statutory planning advice and document-control support				
Junior Planner Sponsorship and Mentorship				
Official Community Plan rewrite support, including policy/regulatory review, gap analysis, and document-control support				
Zoning Bylaw rewrite support, including policy/regulatory review, gap analysis, bylaw drafting support, City-prepared map and schedule review, statutory adoption support, ministerial approval submission support, and provincial review comment-response support				
Public and stakeholder engagement, Council support, public hearing preparation, consultation summaries, comment-response tracking, and adoption-readiness support				
MAXIMUM UPSET FEE				
PST				
MAXIMUM UPSET FEE + PST				
GST				
MAXIMUM UPSET FEE + PST + GST				

2. PERSONNEL – HOURLY RATES

Professional		Technical Services	
Registered Professional Planner,	/hr	Technical review support, if applicable	/hr
Senior Planner,	/hr	Administrative Support,	/hr
Planner / Intermediate Planner,	/hr	Public Engagement Specialist, if applicable.	/hr
Junior Planner / Planning Technician,	/hr		/hr

3. VEHICLES / EQUIPMENT – HOURLY RATES

Vehicle	\$ /km or \$ /hr, whichever is greater.
Materials	Cost + 10%

APPENDIX F DECLARATION OF DISCLOSURE

To: CITY OF NORTH BATTLEFORD

Name of Company: _____

I/WE DECLARE that no person, company, corporation, partnership, joint venture, or other entity, other than the Proponent identified below, has any undisclosed interest in this Proposal or in the Contract.

I/WE FURTHER DECLARE that this Proposal has been prepared independently and is submitted without collusion, fraud, improper agreement, or other conduct that would compromise the integrity of the procurement process.

I/WE FURTHER DECLARE that no City employee, member of Council, or immediate family member of a City employee or member of Council has, or will acquire, any undisclosed direct or indirect interest in the Proponent, the Proposal, the Contract, the Work, or any payment or benefit arising from the Contract.

I/WE FURTHER DECLARE that the statements, representations, and information provided by the Proponent in its Proposal are true, complete, and accurate to the best of the Proponent's knowledge.

I/WE propose and offer to enter into the Contract on the terms and conditions set out in the RFP and the Contract Documents, and to accept payment in accordance with the accepted pricing, pricing form, and payment terms applicable to the Contract.

I/WE AGREE that this Proposal is irrevocable and open for acceptance by the City for one hundred twenty (120) calendar days after Closing Time, unless otherwise specified in the RFP.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date: _____

APPENDIX G PROFESSIONAL SERVICES AGREEMENT

Appendix G is the City's Professional Services Agreement. The Successful Proponent will be required to execute the agreement before the Work begins. The Professional Services Agreement is provided in the RFP for information to Proponents and includes schedules for scope of work, contract pricing, privacy, deviations from terms and conditions, insurance, service provider and safety requirements, and the Contractor Code of Conduct, where applicable.

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME _____

THIS AGREEMENT made in duplicate, this _____ day of _____ 20__.

BETWEEN:

THE CITY OF NORTH BATTLEFORD, a municipal corporation in the Province of Saskatchewan
P.O. Box 460 – 1291 – 101st Street – North Battleford, Saskatchewan – S9A 2Y6
(the "City"),
- And -

CONSULTANT NAME

CONSULTANT ADDRESS

(the "Consultant")

WHEREAS the City has requested the Consultant to perform the Services described in the Contract Documents, and the Consultant has agreed to perform those Services subject to the terms and conditions of this Agreement;

AND WHEREAS the City and the Consultant, in consideration of their mutual covenants contained herein;

Agree as Follows:

1. Definitions

- | | |
|---------------------------|--|
| Administrator | means the person designated from time to time by the "City" as responsible for the administration of the Agreement to exercise such power, authority, or discretion as required under the Agreement |
| Agreement | means this Professional Services Agreement, including the terms and conditions set out herein and the schedules attached hereto, as amended in accordance with the Contract Documents. |
| Contract Documents | means this Agreement, Schedule A – Scope of Work, Schedule B – Contract Pricing, Schedule C – Privacy, Schedule D – Deviations from the Terms and Conditions, Schedule E – Insurance, Schedule F – Service Provider Agreement, Addenda, the Request for Proposals, the Consultant's accepted proposal, the City's acceptance of proposal, and all written amendments, approved change authorizations, modifications, and supplements signed or issued in accordance with the Contract Documents. |
| Services | means the work, services, deliverables, duties, responsibilities, and obligations to be performed by the Consultant as described in Schedule A and the other Contract Documents. |

Specifications	means the written technical descriptions of materials, equipment, construction systems, standards, drawings, and workmanship as applied to the Services
Subcontractor	means a person or firm having a contract with the Consultant for part of the Services and includes any person or firm having a contract with a Subcontractor for part of the Services

2. Interpretation and Order of Precedence

The Contract Documents are intended to be complementary and shall be read together as forming one integrated agreement.

In the event of a conflict, inconsistency, ambiguity, or discrepancy among the Contract Documents, the following order of precedence shall apply unless expressly stated otherwise in a written amendment signed by both Parties:

1. Written amendments, approved change authorizations, and negotiated modifications signed by the City and the Consultant;
2. Schedule D – Deviations from the Terms and Conditions;
3. This Agreement, excluding the schedules;
4. Schedule A – Scope of Work;
5. Schedule B – Contract Pricing;
6. Schedule C – Privacy;
7. Schedule E – Insurance;
8. Schedule F – Service Provider Agreement;
9. Addenda issued by the City;
10. The Request for Proposals and its appendices; and
11. The Consultant's proposal, only to the extent accepted by the City.

A specific provision shall prevail over a general provision addressing the same subject matter.

Where two provisions may reasonably apply, the provision imposing the higher standard, greater obligation, greater insurance requirement, stronger privacy protection, or greater safety requirement shall govern unless expressly stated otherwise.

3. Independent Contractor

Nothing in this Agreement shall be construed as rendering the Consultant an employee, servant or agent of the "City". The Consultant has no authority to act as an agent of the "City" and will not hold itself out as an agent of the "City".

4. Scope of Work

The Consultant shall perform the Services in accordance with the Contract Documents.

Where the Services include engineering, geoscience, or other regulated professional services, that work shall be performed under the direction of appropriately licensed professionals registered

and in good standing with the applicable Saskatchewan regulatory body, including the Association of Professional Engineers and Geoscientists of Saskatchewan where applicable.

The Consultant shall comply with applicable codes and legislation affecting the performance of the Services and shall give all notices, pay all fees and taxes, and obtain all required permits specific to the Consultant's Services.

The Consultant agrees to provide to the "City" progress reports as set out in Schedule A.

5. Existing Data

The "City" shall provide to the Consultant all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. The Consultant shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by the "City" or others in performing the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such unless otherwise stated in Schedule A.

6. Standard of Care and Performance

Services performed by the Consultant shall be conducted in a professional, diligent, and competent manner that meets or exceeds the level of care, skill, and judgment ordinarily exercised by qualified professionals performing similar services under similar circumstances in Saskatchewan, subject to the requirements of the Contract Documents.

The Consultant shall, at a minimum, apply and adhere to the standards and Specifications provided by the "City" as well as industry standards and specifications. The Consultant shall use its professional judgment and discretion in deciding when to exceed those standards.

7. Changes

Either the "City" or the Consultant may, by written notice to the other Party, identify changes in the Services (as described in Schedule A). If an addition or deletion from the Services is agreed to and authorized by the "City", the contract price and time schedule shall be adjusted by negotiation between the "City" and the Consultant to reflect the value of the Services added or deleted and the impact on the time to perform the Services. The Consultant shall not proceed with any change without written authorization signed by the "City".

8. Contract Amendments

No amendment, waiver, deletion, addition, or modification to this Agreement or the Contract Documents shall be effective unless documented in writing and executed or approved by authorized representatives of the City and the Consultant in accordance with the Contract Documents.

9. Safety

The Consultant is responsible for complying with applicable occupational health and safety requirements in relation to its own Services and for ensuring that its employees, agents, and Subcontractors comply with those requirements. Where the Consultant's scope of Services includes contract administration, inspection, field review, site observation, or other oversight of work performed by a contractor, the Consultant shall take reasonable steps within its assigned role to monitor whether the contractor is complying with applicable safety requirements, City site requirements, and any project-specific safety obligations set out in Schedule A or the Contract Documents. If the Consultant observes an unsafe condition, unsafe act, or non-compliance with

applicable safety requirements, the Consultant shall promptly notify the contractor and the City and shall direct that the affected work be stopped where the condition presents an immediate or unacceptable risk to workers, City personnel, the public, property, equipment, or the environment. For clarity, the contractor remains responsible for construction means, methods, sequences, techniques, procedures, supervision, and overall jobsite safety unless otherwise expressly stated in Schedule A or the Contract Documents.

10. Approvals

The “City” agrees to give due consideration to all plans, drawings specifications, reports, proposals and other information provided by the Consultant and agrees to make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the Consultant’s performance of the Services. The Consultant must provide any information, advice or recommendations as may reasonably be required by the “City” for the purposes of making the decision. Such decisions shall be at the sole discretion of the “City”.

11. Time of the Essence

Time shall be of the essence in this Agreement.

12. Time Schedule

The Consultant shall, when required by the Administrator, prepare and update a time schedule in a format acceptable to the Administrator indicating the timing of the performance of the Services.

13. Delays

The Consultant shall perform the Services and adhere to the time schedules at all times, including during any disputes with the “City”, unless both parties agree otherwise in writing.

If performance of the Services is affected by causes beyond the Consultant’s reasonable control:

- a. schedule will be equitably adjusted by mutual agreement of the Parties, and
- b. compensation, arising from the delay, will be reviewed by the Parties and may be adjusted by mutual agreement of the Parties.

14. Team

The Consultant shall provide a chart describing the key personnel and Subcontractor(s) the Consultant intends to use to provide the Services and the allocation of the work amongst those personnel.

The Consultant shall not change the key personnel or Subcontractor(s) providing the Services or the tasks assigned to such personnel unless:

- a. such personnel or Subcontractor(s) cease to be employed by the Consultant or any body corporate directly or indirectly controlled by the Consultant; or
- b. there are delays not caused by the Consultant, and
- c. the prior written consent of the Administrator is obtained to such change;

In the event a key personnel or Subcontractor(s) change is affected pursuant to this clause, any replacement personnel shall not be appointed unless the prior written consent of the Administrator has been obtained, which consent shall not be unreasonably withheld, conditioned or delayed.

Any replacement personnel or Subcontractor approved by the Administrator shall possess qualifications, experience, availability, and capability substantially equivalent to or greater than the personnel or Subcontractor originally proposed, unless the City agrees otherwise in writing.

The Consultant shall not employ for the Services any personnel or Subcontractor(s) not qualified for the task assigned.

The Consultant shall, at the written request of the Administrator, promptly remove from the Services any person or Subcontractor engaged in the performance of Services due to their incompetency or improper conduct.

15. Termination

BY THE "CITY":

- A. If the Consultant becomes bankrupt, or insolvent, or a receiver-manager is appointed to manage the assets of its business or if the Consultant breaches any material term of the Agreement or fails to observe, perform or carry out any of its obligation under the Agreement or Services for fourteen (14) days after written notice to remedy such default, the "City" may, without further notice, terminate the Agreement; or
- B. The "City" may, at its sole discretion, and without prejudice to any other right or remedy it may have, terminate this Agreement or any part of this Agreement or of the Consultant's Services at any time without cause by giving the Consultant thirty (30) days prior written notice of such termination.
- C. Upon the termination of the Services of the Consultant, arising out of (A) or (B) above, the "City" may take possession of all materials incidental to the performance of the Services and complete the Services, and the Consultant agrees to return all work in progress and completed work to the possession of the "City" provided that the Consultant may keep a copy for its records.

The Consultant shall:

- stop the performance of the Services to the extent directed in the notice of termination;
- assign to the "City" upon its request, all rights of the Consultant under contracts with Subcontractors then outstanding;
- terminate to the extent possible and at the "City's" request, outstanding contracts with Subcontractors;
- take any other action towards termination of the Services which the "City" may direct; and
- promptly deliver to the "City" such documents, data, records, studies, drawings and reports relating to the Services as the "City" requests provided that the Consultant may keep a copy for its records.

If this Agreement is terminated in accordance with (B) above, the Consultant may submit a final invoice to the "City" together with such supporting documentation as would be required under Section 18. The "City" shall, subject to any right of set-off it may have, pay the Consultant for its Services performed to the date of termination based on the lesser of:

1. The fee schedule included in Schedule B; and
2. The Consultant's documented time and out-of-pocket expenses incurred in performing the Services, billed at the Consultant's standard published rates for such service and expenses.

If this Agreement is terminated in accordance with (A) above, the Consultant may submit a final invoice to the “City” together with such supporting documentation as would be required under Section 18.

The “City” shall, subject to any right of set-off it may have, including the right of the “City” to withhold further payments to the Consultant, until final completion of the Services, inclusive of any costs the “City” incurs to have a third party complete said Services, pay the Consultant for its Services performed to the date of termination based on the lesser of:

1. The fee schedule included in Schedule B; and
2. The Consultant’s documented time and out-of-pocket expenses incurred in performing the Services, billed at the Consultant’s standard published rates for such service and expenses.

BY THE “CONSULTANT”

If the “City” breaches any material term of the Agreement or fails to observe, perform or carry out any of its obligation under the Agreement or Services for fourteen (14) days after written notice to remedy such default, the Consultant may, without further notice, terminate the Agreement.

If this Agreement is terminated in accordance with above, the Consultant may submit a final invoice to the “City” together with such supporting documentation as would be required under Section 18.

Except as herein specifically agreed, under no circumstances shall either Party be liable to the other Party for any consequential damages resulting solely from or arising out of the termination of this Agreement or any part of the Services in accordance with this Section 14.

16. Intellectual Property, Ownership, Use of Documents

Unless otherwise provided in Schedule D, the right, title and interest in documents, drawings and materials in any form or format (the Materials), including moral rights, that arise out of the performance of this Agreement:

1. in the case of Materials that are developed by the Consultant internally for the purpose of providing the Services, shall belong to the Consultant;
2. in the case of Materials delivered to the “City” in the course of providing the Services, shall belong to the “City” upon payment by the “City” of the invoice amount payable with respect to those Services.

Nothing in this Agreement gives either party any right, title or interest in any Materials provided to it by the other party for the purpose of enabling the party to fulfill its obligations under this Agreement.

17. Confidentiality/Privacy

All documents, data, records or information which the “City” in any way discloses to the Consultant in connection with this Agreement (the “Confidential Information”) shall be kept confidential and the Consultant shall not use Confidential Information for its own purposes (other than in connection with the performance of the Services) nor shall the Consultant disclose the Confidential Information except as may be specifically authorized by the “City” in writing or required by law.

The “City” will treat all commercial information provided by the Consultant including payroll data as confidential.

The Consultant and the City agree that they and any of their affiliates shall not, and shall cause each of their employees, Subcontractors, or agents used to perform the Services, to not use or disclose any Confidential Information for any purpose, commercial or otherwise, other than the performance of the Services for and on behalf of the City, without the prior express written consent of the other Party, provided; however, that the Consultant and the City may disclose certain Confidential Information to those employees or Subcontractors participating in the performance of the Services relating to this Agreement, and who have a need to know such Confidential Information for purposes of such performance. The terms of Schedule C shall apply to the Services.

18. Publicity

The Consultant agrees not to make any public statements or comments about the Services or to use information acquired from the “City” in relation to the Services on any other project without the express prior written approval of the “City”.

19. Fees and Payment

Subject to the terms and conditions herein, the City agrees to pay the Consultant the fees set out in Schedule B attached hereto and forming part of this Agreement for performance of the Services. Each invoice submitted by the Consultant shall include such additional or supporting documentation as the City may reasonably request.

Except as otherwise provided in Section 14, the fees set out in the attached Schedule B and authorized changes shall be the only compensation payable from the “City” to the Consultant for the performance of the Services including disbursements incurred by the Consultant.

The Consultant will submit monthly invoices to the “City” and a final invoice upon completion of Services. The “City” shall notify the Consultant within ten (10) days of receipt of invoice of any dispute with the invoice. The “City” and the Consultant will promptly resolve any disputed amounts. Payment of undisputed invoice amounts is due upon receipt of invoice by the “City” and is past due thirty (30) days from the date of the invoice. If payment of undisputed amounts remains past due sixty (60) days from the date of the invoice, then the Consultant shall have the right to suspend all work relating to the performance of its Services under this Agreement, without prejudice.

Unless the “City” is exempt, all the Consultant's invoices shall include the Consultant's Goods and Services Tax registration number and the total amount of Goods and Services Tax charged as a separate item from any charges for Services rendered or expenses for which the Consultant is seeking reimbursement. The Consultant's invoices for Services not containing any or all information required by the Goods and Services Tax legislation to enable the “City” to claim an input tax credit shall be considered not to be proper invoices and shall not be payable by the “City” until all such information has been provided to the “City” by the Consultant.

The Consultant agrees to pay all debts and liabilities incurred in the performance of Services under this Agreement, including the liability to pay the Consultant employees the wages to which they are entitled according to the law.

Prior to commencing the Services and prior to receiving final payment the Consultant shall provide evidence of compliance with the requirements of *The Workers' Compensation Act* including payments due thereunder

At any time during the term of the Agreement, when requested by the “City”, the Consultant shall provide such evidence of compliance by itself and its Subcontractors with the requirements of *The Workers' Compensation Act*.

20. Insurance

Project-specific insurance provisions are included in Schedule E.

21. Indemnification

The Consultant agrees to indemnify, defend and save harmless the “City”, its ministers, agents, officers, directors and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable lawyer’s fees and legal costs) arising from personal injury, death or damage to third-party person or property to the extent resulting from the Consultant’s proven negligent acts, errors or omissions in the performance or non-performance of this Agreement.

The “City” agrees to indemnify, defend and save harmless the Consultant, its officers, directors, employees and subcontractors, from and against all claims, damages, losses, and expenses (including but not limited to reasonable lawyer’s fees and legal costs) arising from personal injury, death or damage to third-party person or property to the extent resulting from the “City’s” proven negligent acts, errors or omissions in the performance or non- performance of this Agreement.

Notwithstanding any other clause of this Agreement, neither party shall be liable to the other party for any indirect, special, consequential or incidental damages including, without limitation, loss of use of or loss of profit or loss of anticipated business.

22. Limitation of Liability

Unless expressly amended in Schedule D, no limitation of liability proposed by the Consultant shall apply unless expressly accepted by the City in writing and incorporated into the Contract Documents.

Any accepted limitation of liability shall not apply to claims arising from:

1. fraud;
2. willful misconduct;
3. gross negligence;
4. breaches of confidentiality;
5. breaches of privacy obligations;
6. intellectual property infringement;
7. workers’ compensation obligations;
8. unpaid statutory obligations; or
9. obligations arising under the indemnification provisions of this Agreement.

The insurance requirements contained in Schedule E are minimum requirements only and shall not limit, reduce, or cap the Consultant’s obligations, liabilities, indemnities, or responsibilities under this Agreement.

23. Dispute Resolution

In the event that any dispute arises between the Consultant and the “City” concerning the interpretation or performance of this Agreement, the dispute will be referred in writing by either Party to the following “City” and Consultant representatives:

City:

Box 460, 1291 101st Street
North Battleford, SK S9A 2Y6

Consultant:

P.O. Box
Street Address
City, Province
Postal Code

In the event that any dispute cannot be resolved within 30 days by the representatives listed above, the parties agree to submit the dispute to neutral, non-binding mediation before commencing any arbitration or legal proceeding with respect to the dispute. The parties will act in good faith and attend the mediation with representatives who have sufficient authority to resolve the dispute. The parties shall share the cost of the mediation equally. If the parties cannot agree on a mediator, they will each name a mediator, and those mediators will choose a third mediator who will have conduct of the mediation. If the parties fail to resolve the dispute by mediation, the mediator shall prepare a written report to the parties setting out the issues in dispute that have not been resolved. Either party may then, by notice to the other party, demand arbitration of the issues set out in the mediator's report. Unless the parties agree to a different arbitration process, the arbitration shall be governed by *The Arbitration Act, 1992*.

24. Subcontractors

Nothing in any contract between the Consultant and a Subcontractor shall create any contractual relationship between a Subcontractor and the "City".

25. Notices

All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, facsimile machine, registered mail, or express courier addressed to the "City" or the Consultant, as the case may be, at the addresses set forth below, with postage thereon fully prepaid if sent by express courier.

All notices, correspondence, deliverables, and invoices shall be submitted to the "City" as indicated below:

Box 460, 1291 101st Street
North Battleford, SK S9A 2Y6

Notice shall be effective:

- (i) immediately upon delivery by hand,
- (ii) upon completed transmission if the written notice is sent by facsimile, properly directed and addressed (provided that the sending Party has an electronic acknowledgement that the facsimile has been received);
- (iii) 5 business days after written notice is deposited in the federal mail, first class delivery, postage prepaid; or
- (iv) 3 business days after written notice is deposited for overnight delivery with an established courier service.

26. Assignment

The Consultant agrees not to assign or transfer this Agreement or any part without the prior written consent of the “City”. Said consent is not to be unreasonably withheld.

The Agreement shall enure to the benefit of and be binding upon the “City” and the Consultant and their respective successors and permitted assigns.

27. Survival of Covenants

All representations, limitations, expiry and exclusions of liability and releases and indemnities contained in the Contract Documents shall survive final payment, termination or completion of the Agreement.

28. Cumulative Remedies

Except as otherwise provided herein, all rights and remedies of the “City” and the Consultant may be exercised and continued concurrently or in the alternative, and all such rights and remedies shall be in addition to any right or remedy otherwise available.

No waiver by either Party of any breach by the other Party in the performance of the Agreement shall be deemed to be a waiver of any other breach.

Failure by either Party to exercise any right or remedy arising out of any breach of the Agreement by the other Party shall not constitute a waiver of such right or remedy.

29. Governing Law

This Agreement shall be interpreted, and the rights of the parties shall be determined in accordance with the laws of the Province of Saskatchewan. Any dispute, action or interpretation of this Agreement shall be brought in a court of competent jurisdiction in the Province of Saskatchewan or through Arbitration, and the parties hereto agree to attorn to the jurisdiction of the courts of the Province of Saskatchewan.

IN WITNESS WHEREOF the Consultant _____ has hereunto
<name of Company/Individual>

affixed his/her/their Corporate Seal attested by its proper signing officers on its behalf this

_____ day of _____ 20____.

SEAL

Per: _____
Name / Sign

Per: _____
Name / Sign

B: Use the following section for non-incorporated companies and for individuals who require a witness

(Do not have a seal):

<Position/Title>

<name of Company/Individual>

Print Name / Sign

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Schedule A Scope of Work

INTERNAL TEMPLATE INSTRUCTION

Complete this Schedule before contract execution.

Schedule A should describe the final agreed scope of work, deliverables, responsibilities, schedule, reporting requirements, assumptions, exclusions, and project-specific requirements.

If the Consultant's proposal is incorporated into Schedule A, City staff must confirm that it is consistent with the RFP, any addenda, negotiated changes, and the final Contract Documents.

Project Name: _____

Description of Services

Safety

NOTE: if this is consulting services only (no site work), then this should not be applicable

Specifications

Schedule

Progress Reporting

(other)

Schedule B Contract Pricing

INTERNAL TEMPLATE INSTRUCTION

Complete this Schedule before contract execution.

Schedule B must contain the accepted pricing, including any negotiated pricing adjustments, approved provisional items, taxes, disbursements, payment milestones, and invoicing requirements applicable to the Contract.

Prior to contract execution, City staff shall verify that Appendix E, the accepted Proposal, any negotiated pricing adjustments, and Schedule B are fully consistent.

ITEM	COST
Schedule	

Schedule C Privacy

1. Purpose and Application

Schedule C sets out the privacy, confidentiality, access-to-information, and information protection requirements that apply to the Professional Services Agreement. Without limiting the Consultant's obligations under the Agreement, the Contract Documents, or applicable law, the Consultant shall protect all confidential information, personal information, records, data, documents, and other information provided by or on behalf of the City, or obtained, created, collected, used, accessed, or disclosed by the Consultant in connection with the Agreement or the Services.

2. Use, Disclosure, and Access to Information

The Consultant shall use such information only to perform the Services for and on behalf of the City and shall not use or disclose it for any other purpose except where authorized by the City in writing or required by law. Records relating to the Agreement, the Services, proposals, evaluation materials, correspondence, and related communications may be subject to applicable access-to-information and privacy legislation, including The Local Authority Freedom of Information and Protection of Privacy Act.

3. Safeguards and Access Controls

The Consultant shall maintain appropriate administrative, technical, physical, and organizational safeguards to prevent unauthorized access, collection, use, disclosure, copying, modification, loss, destruction, or disposal of confidential information or personal information. Access controls shall be appropriate to the sensitivity of the information and may include role-based permissions, unique user accounts, strong authentication, password protection, encryption where reasonably available, secure remote access, physical access restrictions, audit logs where technically feasible, and procedures to prevent shared, generic, or unauthorized credentials. The Consultant shall apply least-privilege access and promptly modify or revoke access when no longer required.

The Consultant shall maintain reasonable cybersecurity safeguards appropriate to the nature, sensitivity, volume, and format of the information accessed, collected, used, created, stored, transmitted, or disclosed in connection with the Services.

4. Subcontractors and Third-Party Service Providers

The Consultant shall not disclose confidential information or personal information to any subcontractor, agent, third party, external service provider, or other person without the prior written consent of the City, unless expressly permitted by the Agreement or required by law. The Consultant remains responsible for ensuring that any approved subcontractor, agent, or third-party service provider implements safeguards and obligations consistent with this Schedule.

5. Breach Notification and Response

The Consultant shall promptly notify the City of any actual or suspected privacy breach, security incident, unauthorized access, unauthorized disclosure, loss, misuse, or compromise of confidential information or personal information. Notice shall be provided immediately upon discovery and, in any event, no later than twenty-four (24) hours after the Consultant becomes aware of the matter.

The initial breach notice shall include, to the extent known, a description of the incident, the date and time of discovery, the information affected, the approximate number of individuals or records affected, containment steps taken, and contact information for the Consultant's incident-response representative. The Consultant shall take reasonable steps to contain, investigate, mitigate, preserve evidence, prevent recurrence, provide updates requested by the City, and cooperate with any legal, operational, communications, notification, reporting, or remediation obligations.

6. Retention and Disposal

The Consultant shall retain City information only for as long as necessary to perform the Services, comply with the Agreement, satisfy applicable legal, regulatory, audit, insurance, professional, or accounting requirements, or as otherwise directed or approved by the City in writing. Any retained information remains subject to this Schedule and shall be limited to the minimum necessary, securely stored, access-restricted, and used or disclosed only as required by law or authorized by the City.

Where no specific retention period is prescribed by legislation, professional obligations, regulatory requirements, or written City direction, the Consultant shall retain project records, working papers, correspondence, reports, deliverables, and supporting documentation for a minimum period of seven (7) years following completion of the Services.

Upon expiry of any applicable retention period, completion or termination of the Services, or request by the City, the Consultant shall return, transfer, securely destroy, delete, anonymize, or otherwise dispose of City information as directed by the City, except where retention is required by law or permitted by the City in writing. Secure disposal shall be appropriate to the sensitivity and format of the information and shall make the information unreadable, unrecoverable, or incapable of reasonable reconstruction.

Disposal obligations apply to all copies in the Consultant's possession, custody, or control, including working copies, archives, portable media, cloud storage, email repositories, system logs, backups, and information held by approved subcontractors or service providers, to the extent technically feasible and legally permitted. Information that cannot reasonably be deleted from backups shall remain protected and shall be deleted or overwritten in accordance with normal backup retention and rotation practices.

The Consultant shall provide written confirmation of retention or disposal upon request by the City, including the categories of information retained or disposed of, the reason for retention where applicable, the disposal method, the date of disposal, and confirmation that disposal was completed in accordance with this Schedule and any written direction from the City.

The Consultant shall not dispose of information subject to a litigation hold, audit requirement, access-to-information request, investigation, regulatory requirement, or written City direction requiring preservation. In such cases, the Consultant shall preserve the information securely until the City authorizes disposition in writing.

7. Survival

The obligations in this Schedule survive completion, expiry, or termination of the Agreement.

Schedule D Deviations from the Terms and Conditions

Schedule E Insurance

Schedule E sets out the project-specific insurance requirements that apply to the Professional Services Agreement. Without limiting the Consultant's obligations or liabilities under the Agreement or otherwise at law, the Consultant must, at the Consultant's own expense, purchase and maintain throughout the term of the Agreement insurance with insurers licensed in Saskatchewan, in forms and amounts acceptable to the City. These requirements are minimum requirements only and shall not be construed to limit, restrict, or relieve the Consultant from any obligation, liability, indemnity, or responsibility under the Agreement. Higher or different requirements shall apply where stated elsewhere in Schedule E or where accepted by the City in writing as part of Contract finalization.

Unless otherwise stated, all insurance amounts are stated in Canadian dollars.

1. Commercial General Liability

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

- a) a limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000;
- b) the addition of the Corporation of the City of North Battleford as an additional insured with respect to the operations of the Named Insured;
- c) a provision for cross liability and severability of interest in respect of the Named Insured;
- d) non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- e) products and completed operations coverage;
- f) broad Form Property Damage;
- g) Contractual Liability;
- h) Owners and Contractors Protective;
- i) provide 30 days' prior notice of cancellation; and
- j) any other coverage reasonably required by the City for the Work.

2. Professional Liability Insurance

Where professional services are included in the Work, the Consultant shall take out and keep in force Professional Liability insurance of not less than \$5,000,000 providing coverage for acts, errors, and omissions arising from the professional services performed under the Contract or work performed that relies on the professional services performed under the Contract. The policy deductible shall not exceed \$100,000 per claim and, if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Saskatchewan and acceptable to the City.

3. Automobile Liability Insurance

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

4. Primary Coverage

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

5. Certificate of Insurance

The Consultant shall provide a Certificate of Insurance evidencing coverage in force at least ten (10) days before contract commencement and at any other time reasonably requested by the City. Required insurance shall be maintained for the term of the Contract and any applicable maintenance or warranty period.

Schedule F Service Provider Agreement

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

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

1. Compliance with Legislation

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

2. Orientation

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

3. Competent Supervisors and Workers

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

4. Housekeeping

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

5. Inspection of Equipment

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

6. Tools and Equipment

The Service Provider agrees to provide the City of North Battleford a list of all tools and equipment it intends to bring on site to perform the work. The City of North Battleford reserves the right to

inspect any and all such tools and equipment and to refuse entry onto the site should the City of North Battleford find any such items inappropriate to perform the work adequately and safely. This in no way alleviates the Service Provider's responsibilities with regards to its own tools and equipment.

7. Hazard Assessment

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

8. Contractor Safety Program

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

9. Reporting Requirements

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

10. Worksite Inspections

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

11. Incident Investigations

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

12. Toolbox Safety Meetings

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

13. Personal Protective Equipment

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

14. Critical Work

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

15. Controlled Products

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

16. Records and Statistics

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

17. WCB Information

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

18. Audits

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

19. Subcontractors

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

20. Stopping Work

The City of North Battleford reserves the right to stop the performance of any City of North Battleford work at any time that it feels, in its sole opinion, that the work or the manner in which work is performed is creating unacceptable risk to any parties on the City of North Battleford worksites. The City of North Battleford reserves the right to terminate any contract with any Service Provider for poor safety performance or failure to adhere to any of the provisions of this agreement. The City of North Battleford shall not be liable for any loss (financial or otherwise) incurred by the Service Provider for work performed up to and including the date of termination and reserves the right to let the remainder of the contract to another suitable party.

21. Enforcement Policy

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

22. First Aid

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

23. Additional Terms

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

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

Executed this _____ day of _____, _____ on behalf of

(Service Provider Company Name)

(City of North Battleford Representative)

(Company's Address)

(Print Name and Position)

(Company's Address 2)

- ☐ Acting Contract Administrator
- ☐ Annual Pre- Qualification

(Company's Phone number)

(City of North Battleford Witness Signature)

(Service Provider Representative)

(City of North Battleford Witness Name & Position)

(Print Name and Position)