

TERMS OF REFERENCE

City of North Battleford

Request For Proposal

For

A Waterworks and Wastewater Works System Assessment

Project #: 2025-09-Water & Wastewater

September 2025

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1. INTRODUCTION AND BACKGROUND

This RFP seeks qualified proponents to compete infrastructure assessments for the City of North Battleford's (the City) waterworks and wastewater works systems. The purpose and objective of the system assessments are to:

- Comprehensively evaluate the current condition, performance, and sustainability of the waterworks and wastewater works infrastructure. For the purpose of this assessment, waterworks infrastructure for review includes raw water supply systems (includes groundwater and surface water systems), treatment plants and processes, treated storage and distribution system infrastructure (includes booster pumping stations and distribution reservoirs). Wastewater system infrastructure includes collection systems (includes lift stations), treatment plants and processes, and effluent discharge outfall;
- Evaluate current treatment and distribution quality, identify any existing health risks and/or adverse environmental impacts associated with the waterworks or wastewater works systems. Identify future changes to regulations and contaminants of emerging concern and determine how the water and wastewater system would be impacted. Develop a strategy to continue meeting future standards and guidelines;
- Analyze existing maintenance and operational procedures or practices for compliance;
- Identify areas of inefficiency, lack of redundancy, or reliability that could impact treated quality or service delivery. Evaluate risks and consequences, and determine mitigation strategies, schedules, and associated costs;
- Provide support for informed decision-making for system improvements;
- Determine progress made in accordance with past assessments and recommendations for change or improvement to infrastructure and maintenance.

The City operates two water treatment plants and one wastewater treatment plant. The last waterworks system assessment was completed by AECOM in 2021, and the wastewater system assessments was completed in 2016 by KGS Group. A Wastewater Treatment Plant Environmental Risk Assessment was completed by Arcadis in 2017.

The City has an estimated population of 13,649 (Statistics Canada, 2021) and is located in west central Saskatchewan adjacent to the North Saskatchewan River, across from the Town of Battleford.

Waterworks System

The City's waterworks system draws water from both the North Battleford Aquifer and the North Saskatchewan River and consists of the following major components:

- Two water treatment plants
- Three reservoirs
- One booster station
- Distribution Piping Network divided into two pressure zones.

Water Treatment Plant No. 1 (WTP #1) was originally constructed in the 1940s as a surface water plant. It has since been converted to a groundwater plant and has undergone many expansions throughout its lifespan. The last expansion was carried out in 2011.

The upgraded WTP #1 has two similar treatment trains with an overall plant design capacity of 381 m³/hr. The front-end pre-treatment for each process train includes oxidation, two flocculation units and a clarifier capable of treating for iron and manganese removal. Following the clarifier, on train 1 the pre-treated water enters a pump well and is pumped through four original pressure filters. For Train 2, the pre-treated water flows directly into two 4 x 4 m (16 m²) concrete gravity filters. The plant utilizes gas chlorine for disinfection for virus inactivation and as a residual disinfectant.

The groundwater supply system has generally been considered to provide the base water demands for the City, providing water for the west side of the south pressure zone (pressure zone 1) and the water tower. Historically, the water supply wells have experienced significant well deterioration due to biofouling and declining yield rates. The well field, consisting of 14 active wells, is rehabilitated continuously throughout its operating life to improve operating characteristics. The ongoing well rehabilitation cycle has made significant improvements to production levels, but at a high reoccurring cost.

The F.E. Holliday surface water treatment plant (WTP #2) located in the southeast portion of the City, has a direct intake off the North Saskatchewan River and was constructed in the 1950s and was last upgraded in 1989. The plant primarily services the east side of the City, as well as the north pressure zone (pressure zone 2). During recent years, the city has relied more on this facility to complement seasonal high-water demand flows. Water quality in the North Saskatchewan River is subject to seasonal and flow regime variations. Although low levels of dissolved salts are relatively consistent, parameters such as turbidity, organics, and organic derived colour can fluctuate significantly.

The plant has a maximum production rate of 432 m³/hr (but the preferred upper rate is 360 m³/hr). Raw water is pumped to the Solids Contact Unit (SCU) through a series of pipes where polyaluminium chloride, chlorine and potassium permanganate are added. At the SCU, suspended solids in the water goes through a flocculation and clarification processes. Clarified water flows to one of four gravity filters followed by

disinfection via UV reactors. Chlorine (gas) is added at the clearwell. The efficiency of this plant is considerably low for the type of process (50%) purportedly due to excessive blown down of the SCU and frequency of filter backwashes.

Process waste generated at both plants is dechlorinated prior to discharging into the river. The City is currently in the process of completing a Downstream Use and Impact Assessment to review the disposal practices and assess treatment objectives.

There are two pressure zones within the water distribution system. Flow is regulated between the zones by pressure sustaining valves. Pressure zone 1 (South) is serviced by the 114th Street Reservoir, the water tower, and both water treatment plants. Pressure zone 2 (North) is serviced by the Territorial Drive booster station and Fairview Heights Reservoir.

Wastewater System

The Wastewater Treatment Plant (WWTP) is located 5 km southeast of the City and was commissioned in 2005.

The WWTP consists of a fines screen, a grit removal unit, two trains of bioreactors for biological nitrogen removal, two secondary clarifiers, disinfection capacity (UV disinfection) and a sludge management facility (Lystek Biosolids Management System). A surge pond, located immediately to the west of the WWTP is used to store excess volumes of wastewater during high flow events and was expanded in 2014.

The City of North Battleford wastewater treatment plant is designed to treat an average daily flow of 7,320 m³/day, a maximum monthly flow of 7,617 m³/day and a peak hourly flow of 11,950 m³/day.

The collection system consists of clay tile, PVC, concrete and asbestos cement (AC) pipes and sewage lift stations throughout the City.

2. SCOPE OF PROFESSIONAL SERVICES

The purpose of this RFP is to hire an engineering firm to develop both a Waterworks System Assessment report and a separate Wastewater System Assessment report. Each system assessment report will be presented to the City as a separate report. The consultant's review and analysis should focus on data from 2020 to 2025. All recommendations made within the reports should be accompanied by a Class C or D cost estimate. Class C cost estimates will be used for all recommendations within the next 5 years and Class D cost estimates will be used for all recommendations beyond 5 years.

For the purpose of this RFP, a Class C estimate is a preliminary cost assessment typically prepared in the early stages of project planning, when design details and specifications are still limited or conceptual. This estimate provides an order-of-

magnitude indication of anticipated project costs, often relying on historical data, broad assumptions, and schematic information. While not highly detailed, a Class C estimate serves as a crucial tool for evaluating project feasibility, guiding budgeting decisions, and establishing initial financial benchmarks. It is understood that the accuracy of a Class C estimate is lower than that of more refined estimates produced later in the project lifecycle, and the allowance for contingency reflects the considerable uncertainty inherent at this phase.

A Class D cost estimate is an indicative estimate based on a comprehensive statement of requirements and an outline of potential solutions. It is used to provide an indication of the final project cost, enabling the ranking of options being considered. This type of estimate is typically prepared in an elemental analysis format and has a level of accuracy such that no more than a 20% design allowance is required reflecting its limited accuracy and the evolving nature of project details at this stage.

Waterworks Assessment

“The waterworks” in this document refers to all aspects of the waterworks, from the source to the service connection. The Water System Assessment shall evaluate the following:

1. **Raw Water Supply System:**

- Assess the raw water supply system, including the intakes and wells, pumps, pipes and intake structures.
- Review the SCADA programming for the wells, identifying any concerns or problems.
- Assess the raw water supply capacity and the current raw water allocation.
- Report any contingency plans in place for any problems that may occur with the main raw water supply.
- Categorize the raw water source as true groundwater, surface water, or GUDI (groundwater under direct influence of surface water).
- Identify any source water protection concerns, solutions, proposed recommendations, and a timeline for implementation.

2. **Treatment Process Assessment:**

- Describe all treatment processes and update process flow diagrams of the system for each water treatment plant.
- Evaluate existing processes,
- Describe any concerns or problems for the treatment process and recommend solutions; include class “C” cost estimates for recommended improvements.
- List the chemicals that are applied at each water treatment plant in the treatment process, their dosages, and chemical feed rates over the previous year.

- Identify any chemicals that are exceeding the Maximum Use Level (MUL).
 - Assess chemical storage and chemical feeders.
 - Describe the disposal of all wastewater generated by the waterworks facilities (treatment and distribution).
3. Disinfection:
- Describe the disinfection process and disinfectant methodology used.
 - Demonstrate the effectiveness of the disinfection process. This can be done using a CT calculation, or equivalent depending on the disinfectant used. (More information on performing a CT calculation and estimating appropriate baffle factors can be found in EPB 233A). Actual calculations must be included in this section of the report, where applicable.
 - Identify areas in which the system's disinfection processes could be optimized
4. Water Quality:
- Report and evaluate the treated water quality produced by the waterworks.
 - Report the in-plant turbidity and chlorine levels for the waterworks, as well as all other aspects of the treated water quality.
 - Report and evaluate the quality of the raw water that is entering the system.
 - Provide conceptual recommendations for any upgrades necessary to meet treatment standards and possible future standards, complete with class "C" cost estimates for recommended improvements, new upgrades, and proposed timelines.
5. Water Treatment Performance:
- Identify any components of the treatment plant that are not performing optimally and provide recommendations to improve performance with class "C" cost estimates including a time line when it should be applied.
 - Identify problems that do or have the potential to jeopardize the finished water quality.
 - Identify upgrades necessary to maintain or achieve compliance with the Water Security Agency's requirements.
 - Examine any non-compliance issues/incidences since the most recent Assessment, most recent major treatment system upgrade, or over the previous ten years. More information on this can be obtained from the waterworks' Environmental Project Officer with the Water Security Agency.

6. Distribution System:

- Review and report on the age and condition of the distribution system and its components.
- Review, report, and evaluate any water quality data from the distribution system.
- State the materials and quantity used within the distribution system, where possible.
- Determine the remaining service life of the distribution system, along with the cost of replacement for components that are likely to require replacement within the next 20 years. The work should include recommendations on the materials to be used in the future.
- Review possible changes to the distribution system to improve its operations including new water mains, control and pressure sustaining valves, etc.
- Review the potable water storage capacity of the city and determine if and where additional storage capacity is required, including pumping stations, reservoirs, and additional water mains. The proposal should also include a cost estimate and proposed timeline.

7. Waterworks condition:

- Assess the condition of all aspects of the waterworks; this should include equipment, treatment processes, distribution system, storage system, buildings, and any other relevant components of the waterworks.
- Assess the functional and physical condition of major equipment for the operational and safety concerns.
- Report on the age of major components of the system.
- Determine any existing or anticipated maintenance needs or requirements.

8. Operations and Maintenance:

- Check that operation and maintenance procedures and manuals are accessible and up to date. Make recommendations for changes that should be implemented.
- Document any relevant maintenance records and maintenance requirements and include a summary of findings in the report. Make recommendations for any changes that should be implemented.
- Include options for optimizing the operation and maintenance of the system.

9. Remaining service life of the system:

- Estimate the life expectancy/remaining service life of all equipment and components of the waterworks. This should be expressed in terms of the

life expectancy of the actual equipment as well as in terms of the population growth rate.

- For example, if the waterworks equipment has an estimated remaining service life of 10 years, but a remaining capacity that will likely be outgrown within five years, this information should be included.
- Identify any individual system components that have a shorter remaining service life than the rest of the system.
- Identify cost estimates of existing major components and the replacement costs in the future when the component needs to be replaced.

10. System capacity:

- Report the capacity of the waterworks in terms of both the maximum population that can be served and the flow rate that can be treated and supplied by the system.
- Report the capacities of each individual treatment process with respect to both flow rate and the population that can be served.
- Identify any capacity limitations and determine possible solutions to these limitations.
- The limitations assessment should include storage limitations and treatment limitations and should identify any potential “bottlenecks” within the system that could limit overall treatment capacity. For example, if the majority of the treatment facility can service up to 1000 people, but the clarifier can only handle up to 800, this should be identified in the report.

11. Municipal waterworks cost analysis:

Municipal systems must identify opportunities to reduce costs and risks and to increase the efficiencies and capability of waterworks operation. This section should include:

- The annual operation and maintenance costs of the municipal waterworks, including items such as chemical costs, electrical costs, personnel costs, sampling and monitoring costs, and routine maintenance costs.
- An estimate of the capital replacement costs of any major system components that are expected to require replacement within the next 20 years.
- Approximate cost estimates for anticipated non-routine maintenance, upgrades or expansions.
- Recommend appropriate water rates for municipal systems to meet all Operation and Maintenance costs as well as expected or anticipated future costs to ensure that the system will be financially self-sustainable.
- It should be known that the City has hired an outside firm to review City Utility rates to determine if the city has been charging enough to meet the current and future needs of the Utility Department. The assessment

consultant and his team may be asked to share information with the Utility Consultant.

Wastewater Works Assessment

The “Wastewater works” in this document refers to all aspects of the wastewater system, from the service lateral to the effluent river discharge point. Under wastewater, this document refers to and will include the wastewater collection system, which includes sewer lateral, sewer mains, sanitary sewer pumping stations and facilities, force mains, wastewater surge pond, the wastewater treatment, wastewater treatment plant, the discharge pipe to the North Saskatchewan River, and the discharge structure. The wastewater works will also include the earthen storage lagoons (the 2-sumpage lagoons at the wastewater treatment plant), the Lystek Biosolids Management system including the holding tank, reactor, chemical storage tank, heating system for the reactor, sludge and bio-fertilizer handling system, bio-fertilizer storage pond, and the ground water monitoring wells around the Lystek Storage Pond).

The System Assessments shall include a review of past assessments’ information, conduct inspections and review the records of the City’s operations and maintenance of both the Waterworks and Wastewater system.

The Sanitary Wastewater System Assessment shall evaluate the following area

1. **Raw Wastewater Collection System:**

- Review, assess, and report on the age and condition of the sanitary wastewater collection system and its components.
- State the materials and quantity used within the collection system, where possible.
- Assess the raw sanitary wastewater collection system, including the pipes, sanitary sewer lift stations, including pumps, and structures.
- Review the SCADA programing for the sanitary sewer lift-stations, identifying any concerns or problems.
- Review, evaluate, and report on the raw sanitary wastewater source and identify where it exceeds the City, provincial or federal regulations and guidelines.
- Determine the remaining service life of the collection system, along with the cost of replacement for components that are likely to require replacement within the next 20 years. The work should include recommendations on the materials to be used in the future.
- Assess the sanitary wastewater collection capacity and system to improve its operations including new collection mains, sanitary lift-stations, control systems, monitors, etc.
- Assess possible problem areas in the sanitary wastewater collection system and recommend solutions, proposed costs and timelines to be implemented.

- Report any contingency plans in place for any problems that may occur with the sanitary wastewater collection system.
Identify areas of concerns with the collection of sanitary wastewater including, protection of private and public property and infrastructure and recommend corrective actions.

2. Treatment and Process Evaluation:

- Assess and describe current processes, update process flow diagrams, capacity, and overall system effectiveness. Identify any regulatory compliance challenges or risks.
- Effluent Quality: Review available effluent data and determine if the facility is meeting relevant permit conditions and standards.
- Condition of Infrastructure: Review the general condition and expected service life of mechanical, structural, and electrical components, including the collection system and biosolids handling facilities.
- Review the SCADA programming for the wastewater treatment process, identifying any concerns or problems.
- Operations and Maintenance: Evaluate maintenance history, staffing levels, operator qualifications, emergency preparedness, and documentation practices.
- System Capacity and Growth: Assess how the plant is positioned to handle future growth and identify constraints that could limit capacity.
- Capital and Operational Planning: Provide recommendations for Capital upgrades for the next 10 years. Offer guidance on phasing future capital needs and rate implications.

3. Disinfection:

- Describe the disinfection process and chemical used in the process.
- Demonstrate the effectiveness of the Ultra-violet (UV) disinfection process. This can be done using a CT calculation. Actual calculations must be included in this section of the report, where applicable.
- Identify areas in which the system's disinfection processes could be optimized.
- Report any contingency plans in place for any problems that may occur with the treatment of wastewater supply.

4. Effluent Quality

- Report and evaluate the effluent treated wastewater quality produced by the wastewater treatment plant.
- Provide conceptual recommendations for any upgrades necessary to meet treatment standards and possible future standards, complete with an estimate on the cost of the new upgrades and proposed timelines.

5. Bio-Solids Management

- Evaluate the effectiveness of the current bio-solids management system.
- Identify potential future challenges with the current system (ex, capacity, regulations, etc.)
- Provide an asset assessment of the current system and identify key timelines for significant system improvements or replacement.
- Provide any other recommendations for bio-solids management.

6. Operations and Maintenance:

- Check that operation and maintenance procedures and manuals are accessible and up to date. Make recommendations to changes that should be implemented.
- Document any relevant maintenance records and maintenance requirements and include in the report. Recommend changes that should be implemented.
- Include options for optimizing the operation and maintenance of the system.

7. Remaining Service Life of the Wastewater System

- Estimate the life expectancy/remaining service life of all equipment and components of the wastewater works. This should be expressed in terms of the life expectancy of the actual equipment as well as in terms of the population growth rate.
- For example, if the wastewater works equipment has an estimated remaining service life of 10 years, but a remaining capacity that will likely be outgrown within five years, this information should be included.
- Identify any individual system components that have a shorter remaining service life than the rest of the system.
- Identify cost estimates of existing major components and the replacement costs in the future when the component needs to be replaced.

8. System Capacity

- Report the capacity of the wastewater works in terms of both the maximum population that can be served and the flow rate that can be treated by the system.
- Report the capacities of each individual treatment process with respect to both flow rate and the population that can be served.
- Identify any capacity limitations and determine recommendations for these limitations.
- The limitations assessment should include storage limitations, treatment limitations, and should identify any potential “bottlenecks” within the system that could limit overall treatment capacity. For example, if the majority of the treatment facility can service up to 1000 people, but the

clarifier can only handle up to 800, this should be identified in the report.

9. Municipal Wastewater works Cost Analysis:

Municipal systems must identify opportunities to reduce costs and risks and to increase the efficiencies and capability of waterworks operation. This section should include:

- The annual operation and maintenance costs of the municipal wastewater works, including items such as chemical costs, electrical costs, personnel costs, sampling and monitoring costs, and routine maintenance costs.
- An estimate of the capital replacement costs of any major system components that are expected to require replacement within the next 20 years.
- Approximate cost estimates for anticipated non-routine maintenance, upgrades or expansions.
- Recommend appropriate wastewater rates for municipal systems to meet all Operation and Maintenance costs as well as expected or anticipated future costs to ensure that the system will be financially self-sustainable.
- It should be known that the City has hired an outside firm to review City Utility rates to determine if the city has been charging enough to meet the current and future needs of the Utility Department. The assessment consultant and his team may be asked to share information with the Utility Consultant.

Utilities Sustainability:

- Both the water and wastewater system assessment will evaluate the economic sustainability of the City utilities including future projects identified in this report. If current utility rates are low, identify the rate increases required to make the utility economic sustainability.
- Identify current or potential risks to public health or the environment associated with the utility systems. Determine the cause of these risks and recommend appropriate solutions and cost estimates.

Previous Assessment Recommendations:

- Report the progress made on the recommendations and concerns of previous assessments, along with details on any actions taken.
- Engineering reports for new works may form part of the Assessment, and those portions of the waterworks that received a Permit to Construct since the last Assessment do not need to be reassessed.
- Report outstanding recommendations, rationale for delay, and any changes to previous recommendations

Review of Draft Report and Final Submission of the Report:

- Preparation and Submission of the Waterworks System Assessment and Wastewater Works System Assessment report must be performed by, or performed under the direct supervision of an independent Professional Engineer licensed to practice in Saskatchewan.
- The individual performing the assessment must perform an inspection and evaluation of the above mentioned aspects of the waterworks and wastewater works.
- A report must be submitted that satisfies the information required in the standards section of this document.
- Prior to submitting the final report, a draft report must be submitted to the City and the Water Security Environment Officer for review and approval.
- 4 copies of the completed draft “Waterworks System Assessment Summary” and the “Wastewater Works System Assessment” must be submitted to the City for review. The report will have “Draft” watermark on each page.
- The Engineer who inspects the works shall plan two (2) – one day full meeting with the City to discuss the draft assessment, findings and report, to make corrections and or discuss their findings. At this time, the city may request the inclusion or addition of information to the report.
- At this point, the WSA Environment Officer may request changes to the report, request the inclusion or addition of information to the report, or reject the report if it does not satisfy these standards or the regulations.
- The final report must be signed, sealed and dated by the Professional Engineer and their firm who were in charge of the assessment project.
- If the City disagrees with the findings of the Assessments, the City will attach a written statement of disagreement to the finalized report before submission to the Water Security Agency, including the reasons for each disagreement.
- Once the draft report with the required changes has been approved by the City and the WSA, two (2) paper copies and one (1) searchable electronic copy of the finalized report and summary sheet must be submitted directly to Mr. Bruce Dahl, WSA Environment Officer, Compliance Promotion.

The work is to be started by October 7, 2025 and be completed no later than June 30, 2026.

3. SERVICES TO BE SUPPLIED BY THE CITY

The City has assigned Stewart Schafer, Director of City Operations, as the Project Coordinator, to represent the City.

The Project Coordinator and their delegates will serve as a liaison between the selected Consulting firm and City Administration. The Project Coordinator and/or their delegates may inspect the intern and completed work and have the right to reject any or all work that is not according to standards or has been otherwise determined to be unacceptable. All costs related to rejected work will be the responsibility of the project Consultant.

4. PROPOSAL CONTENTS

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

- Introduction.
- Methodology.
- Company experience on similar projects of this amount including a minimum of three references. Each reference should have a contact person and municipality that the City may contact to verify the experience.
- A table of the organization proposed showing the Consulting firms staff and their proposed roles in this project, realistic support staff and sub-consultants.
- A brief statement of qualifications and experience for each individual expected to perform work on this contract.
- Availability.
- Consultant fee schedule for the duration of the project.
- Consultant's Insurance.
- Any other miscellaneous items the proponent feels are relevant to the project.

Proposals will be valid for sixty (60) days.

Each proposal will be evaluated using the point scheme as shown in Appendix A.

5. FEE SCHEDULE

The Consultant's fees will include all costs for material, labour and equipment for the above work to be completed.

If additional Sub-Consulting firms are considered necessary for successful completion of the project, the cost for retaining those firms as well as proposed personnel and fees must be provided in the original agreement and will be subject to approval by the Director of City Operations.

Prices quoted are to be net prices and are to remain firm during the effective dates of this RFP. All pricing provided to be quoted in Canadian Funds inclusive of all

applicable taxes, duties and fees at the time of closing, where applicable and shall be F.O.B. any point in the City of North Battleford

The included fees will be quoted as a up-set limit. Any additional expenses above the quoted prices need to be approved in writing by the Director of City Operations.

6. WORK SCHEDULE

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

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

7. QUESTIONS

All proponents interested in submitting a proposal for the Consulting Services for Waterworks and Wastewater Works System Assessments, should register with the Office of the City Clerk by email (tenders@cityofnb.ca). Any questions received, and the associated responses will be sent to all registered applicants via email. Any question must be asked a minimum of three (3) days before the closing of the RFP.

8. SUBMISSION DETAILS

Proponents bidding on the project, must submit three (3) copies of their proposal in a sealed envelope/package, marked clearly "Consulting Services for Waterworks and Wastewater Works System Assessments", and must be received **no later than 3:30 pm (CST), Thursday, September 25, 2025.**

Three (3) bound copies of the proposal are to be submitted to:

RFP for a Consulting Services for Waterworks and Wastewater Works System Assessments
c/o City of North Battleford
Box 460
North Battleford, SK S9A 2Y6

Attention: Office of the City Clerk

Direct delivery address is:

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

Attention: Office of the City Clerk

Late receipt of proposals packages will be returned unopened.

E-mail bids will also be accepted and must be addressed to Office of the City Clerk:

E-mail: tenders@cityofnb.ca

Subject: RFP for a Consulting Services for Waterworks and Wastewater Works System Assessments.

If the Proponent chooses e-mail to send their proposal, they must still send three (3) copies of their proposal in a sealed envelope/package, marked clearly "**RFP for a Consulting Services for Waterworks and Wastewater Works System Assessments**" within one (1) week of the RFP closing, to the Office of the City Clerk.

A Proponent may withdraw their proposal at any time prior to submission deadline by notifying the Office of the City Clerk in writing.

9. PROPOSAL REVIEW AND ACCEPTANCE

a) PROPOSAL ACCEPTANCE PERIOD

All proposals shall be kept open for acceptance by the City of North Battleford City Operations Department for sixty (60) days after the date of submission unless subsequently revised by addendum.

b) PROPOSAL SELECTION

To evaluate proposals, points will be awarded in accordance with the evaluation criteria outlined in Appendix A. A selection committee from the City of North Battleford, will review all proposal received by the deadline and will develop a final ranking of the most qualified proposal.

Depending on the relative quality of the proposal, the City may invite the prospective Consulting firm to an interview with the City staff and to present their qualifications and interests for the project.

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

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

c) CONSULTANT INTERVIEWS

The City's selection committee may wish to short list and conduct interviews with those Consulting firms whose proposal seem to meet most of the City's requirements. The interviews would be between 1 to 1-1/2 hours in length to discuss the firm's qualification and how they plan to go forth with the project. The Consulting firms that are short listed, will be contacted; if and when the interviews will take place; the date of the interview; and the appropriate time. All interviews will take place in the City of North Battleford, City Hall or by MS-Teams. The Consulting firm and their team be responsible for all costs to attend the interview.

d) COST OF PREPARATION/PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS

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

e) RESERVATION OF RIGHTS

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- i) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- ii) in accordance with the terms of the RFP, to accept the Proposal that it deems most advantageous to the City;
- iii) to waive any non-material irregularity, defect or deficiency in a Proposal;
- iv) to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal;
- v) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the Proposal;
- vi) at any time, to reject any or all Proposals;

- vii) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
- viii) to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
 - bankruptcy;
 - false declarations or misrepresentations;
 - significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the City;
 - final judgments in respect of serious crimes or other serious offences;
 - engaging in conduct prohibited by the Competition Act such as bid rigging as described in section 47 of the Competition Act, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the Competition Act;
 - professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; or
 - failure to pay City municipal taxes; or
 - failure to obtain a City business license.

f) STATEMENT OF DECISIONS AND LIMITATIONS

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

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

g) STATEMENT OF CONFIDENTIALITY

In order to protect the confidentiality of City sanctioned projects, all information obtained by the Consultant shall not be disclosed to anyone except personnel authorized by the City. As well, all public communications and/or media inquiries regarding the subject property will be made through the appropriate City Department. Under no circumstance should the Consultant disclose or discuss any information pertaining to the work to any member of the public or

media without prior written approval. Breach of confidentiality may result in termination of the Consultant's contract and legal action taken.

h) CONTRACTOR INSURANCE

The Consultant will have a minimum professional liability insurance policy of single limit of not less than \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$4,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.

The Consulting firm will have a professional errors or omission insurance policy of not less than \$2,500,000 each claim, incident, or occurrence, with an annual aggregate limit of \$5,000,000.

Both the professional liability and the Error and Omission insurance must provide extended reporting period coverage for claims made within two years after the construction is completed.

The Consulting firm and their sub-consultants must have an automobile liability for a minimum of \$2,000,000 per accident for bodily injury and property damage.

The bidder will provide a certificate of insurance from their insurance provider stating the bidder has the above insurance policies and amounts.

No contract will be signed with the consulting firm that limits the City to anything except the full amount of compensation list above for this project.

i) INDEMNIFICATION

The Consulting firm shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFP, or a subsequent purchase order or contract entered into by City and Consulting firm, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. The Consulting firm acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the Consulting firm shall, at its expense, secure and provide to the City, prior to beginning performance under a contract, all insurance coverage as required in this RFP.

j) DEVIATION OF SPECIFICATIONS

The Bidder shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of

this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

k) NO COLLUSION

By offering a submission to this RFP, the Bidder certifies that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

l) SAFETY

The Bidder will read, sign and adhere to the City's Service Provider Agreement during the entire project. A sign copy of the City's Service Provider Agreement will be included in the consultant's proposal.

The Consulting firm, their employees and sub-consultants who will be employed on this project will arrange a time to meet with the City's Safety personnel before work commences for a presentation and discussions about the City's Health and Safety Procedures.

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

m) CONSULTANT'S CONTRACT AGREEMENT

The Consultant who receives authorization to proceed with this project will be required to enter into a formal agreement with the City of North Battleford.

The agreement will include but not be limited to:

- The Request for Proposals, (RFP)
- The Consultant's proposal bid to the RFP.
- A comprehensive breakdown of the Contractor's fee structure.
- A completed Service Provider Agreement (Appendix B)

n) CONSULTANT'S PST NUMBER

The selected Consultant will provide the City with their PST number for the City's records.

o) CONSULTANT'S GST NUMBER

The selected Consultant will provide the City with their Federal GST number for the City's records.

p) CONSULTANT'S BUSINESS LICENSE

The selected Consultant will obtain and maintain a City of North Battleford business license until the project has been completed. In addition, all sub-consultants working under the Project Manager will obtain and maintain a business license while working in the City of North Battleford.

10. CONDITIONS OF PAYMENT

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

The City of North Battleford will make one payment to the prime Consultant for fees and services actually rendered to the date of the invoice. The total amount will be limited to the Consultant's invoice. The City has the right to ask for more information regarding any invoices submitted to the City. Any excess invoices will not be paid, and the Consultant and City will meet to negotiate a proper fee. Additional expenditures affecting the project and not included as part of the original Consultant's service agreement (change of scope) will however be considered but will require prior approval by the Director of City Operations and City Council before proceeding. The Consultant will be in good standing and a clearance form from the Saskatchewan Ministry of Finance stating the Consultant is in good standing with their Provincial Sales Tax. Failure to provide documentation from the Saskatchewan Ministry of Finance may result in the City holding back payment until the letters are provided.

All invoices will be submitted to the City's Project Coordinator for processing. Any question(s) the City's Project Coordinator regarding the consultant's invoicing will be answered as soon as possible. Question(s) that are not answered regarding the consultant's invoice, will result in the invoice being held back from processing until the question(s) is fully answered.

Expenses incurred for non-consumable items will be considered, however the items will then become the property of the City of North Battleford and will be turned over to the Project Coordinator at the end of the project.

11. CONFLICT OF INTEREST

All bidders are required to disclose to the City any direct or potential conflict of interest in their RFP submission. The disclosure will detail the nature and

degree of the direct or potential conflict. The City reserves the right to reject a proposal and/or to cancel the award of contract if, in the City's sole opinion, any interest disclosed from any source could give the appearance of a conflict of interest or cause speculation as to the objectivity of the awarding of the contract.

12. LITIGATION

The City will not consider any proposals from firms that the City is currently in litigation. Proposal from these firms that are in litigation with the City, will remain unopen and not returned to the bidder.

Appendix A

Proposal Evaluation Criteria

1. PROJECT UNDERSTANDING (20 POINTS)

- The Consultant's understanding and appreciation of the projects' scope and magnitude and familiarity with local conditions.
- Completeness with respect to proposal request.

2. METHODOLOGY (15 POINTS)

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

3. STAFF AND PROJECT QUALIFICATIONS (15 POINTS)

- Qualifications of project staff, key personnel's level of involvement in performing related work.
- Adequacy of labour commitment.
- Concurrence in the restriction on changes in key personnel.

4. PAST PERFORMANCE (15 POINTS)

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

5. FEES (25 POINTS)

- Provision of projected time for project.
- Cost of project unit prices and total cost.

Appendix B
Service Provider Agreement
To be included with proposal

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 commencing work. The City of North Battleford reserves the right to insist on upgrading hazard control measures and/or altering procedures to reduce the potential for injury or loss. The Service Provider also agrees to conduct and document smaller hazard assessments during the project prior to starting any hazardous tasks. For short duration work (less than 3 days) the Service Provider shall complete a hazard assessment at the beginning of each shift.

8. Contractor Safety Program

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

9. Reporting Requirements

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

10. Worksite Inspections

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

11. Incident Investigations

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

12. Tool Box Safety Meetings

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

13. Personal Protective Equipment

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

14. Critical Work

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

15. Controlled Products

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

16. Records and Statistics

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

17. WCB Information

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

18. Audits

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

19. Subcontractors

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

20. Stopping Work

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

21. Enforcement Policy

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

22. First Aid

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

23. Additional Terms

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

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

Executed this _____ day of _____, _____ on behalf of

_____ (Service Provider Company Name)

_____ (Company's Address)

_____ (Company's Phone Number)

_____ (Service Provider Representative - Print Name and Position)

Per:

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

Per: (☐ Acting Contract Administrator ☐ Annual Pre-Qualification)

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

Per: (Witness)