



REQUEST FOR QUOTES
City of North Battleford
Operations Asphalt Cold Pour Crack Filling Project

1. INTRODUCTION

The City of North Battleford, Saskatchewan, is seeking quotes from a firm that is interested in the supply and application of cold pour sealing to paved roads within the City limits. The work shall also include supplying material and labor for the application of cold pour sealing material at the City of North Battleford's Territorial Drive and other City roads.

2. BACKGROUND and SETTING

North Battleford is located on the North Saskatchewan River in west central Saskatchewan. The City is the main regional service centre between Lloydminster to the northwest and Saskatoon to the southeast. The City serves a rich and diverse agricultural area and the oil and gas, forestry, mining, recreation, and manufacturing industries contribute to its relatively diverse economic base. The City has a population of approximately 14,000 that is served by 140 kilometres of paved roads.

3. SCOPE of the PROJECT

The intent of this request is to select a qualified Contractor who has the experience and knowledge in supply and application of cold pour filling material for the Territorial Drive and other asphalt pavement surface. The qualified Contractor shall supply all labour, materials, supplies, equipment, tools, and supervision to safely fill the cracks in the hot asphalt pavement surfaces.

The City of North Battleford 2025 budget has \$100,000 funds to hire a private company to supply labour and material for the application of cold pour crack filling on Territorial Drive and possible other locations within the City. The proposed key work area shall be Territorial Drive as shown on Appendix C, however, other asphalt roads may be included depending on the Project Coordinator discretion and remaining funds in the cold crack fill budget. If further funds are required, the Contractor shall contact the Project Coordinator and get the City's permission before proceeding with the work. The selected Contractor will consult with the Project Coordinator as to where the work will start, and the roads to be completed.

The selected Contractor shall do as much as possible without going over budget. Once crack filling has been completed or the budget has been used up, the Contractor shall notify the Project Coordinator.

The Contractor shall provide total lineal measurements of the crack that have been filled.

All quotes by the bidders will include Provincial Sales Tax (PST) and Federal Sales Tax (GST).



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The material to be used and specification for applying the material will be similar to the specification noted on Appendix “D”. The contractor shall strive to use material manufactured in Canada. If manufactured materials can not be found in Canada, the country of origin shall be identified.

All work is to be completed by September 15, 2025.

4. DELIVERABLES

The Contractor shall supply all material, equipment, and labour to complete the project in a timely manner. The Contractor shall be responsible for quality control of the product supplied as well as the final paved laneway surface treatment.

5. BUDGET

The 2025 budgets allocated the following for this project;

\$100,000 for the supply of material and application of the cold pour crack filling material as much as possible. The material applied to the roads shall meet the material specifications on Appendix “D”.

The work is to be completed by September 15, 2025.

If work exceeds the budgeted amount without written approval, the City will not consider reimbursement.

6. UTILITIES

The selected Contractor will be responsible for contacting all crown utility companies, as well as above and underground utilities in the proposed work area, including the City Waterworks and Building and Maintenance Departments, to ensure that utilities will not be struck, damaged, or destroyed. Any repair/replacement costs to the utilities damaged by the Contractor forces, will be paid by the Contractor, and the City will not be responsible to pay for such repair/replacement costs.

7. TRAFFIC ACCOMMODATIONS

The selected Contractor shall be responsible for all traffic accommodations in and around the construction sites, including traffic signs, required flag persons (if necessary), and barricades, etc.



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The Contractor will make application for a City temporary street use permit from City Hall, at least one (1) week prior to commencement of work. The City will pay for the permit cost. The City will notify affected business of the proposed construction schedule.

8. DAMAGES

The selected Contractor shall not cause damage to adjacent landscaping, retaining walls, sidewalks, curbs, sprinkler heads, or other infrastructure, or private/public properties. Any damage to the above must be reported to the Project Coordinator immediately and the damages must be repaired to a standard acceptable to the City, at the Contractor's expense within 48 hours of the time the damage occurred.

The City will not be held responsible, nor will they compensate any party for damage or destroyed infrastructure, and private or public property.

9. PROJECT COORDINATOR

The City has assigned Roadways Supervisor Nick Osicki as the Project Coordinator. The Project Coordinator will serve as a liaison between the Contractor and City Hall.

The Project Coordinator will inspect the work and recommend payment after final work has been completed. Any work by the Contractor that has not been approved by the Project Coordinator will not be paid for until the Contractor's work has been corrected to the satisfaction of the Project Coordinator.

10. TIMELINES

This project is to be completed by September 15, 2025. However, deadline extensions are subject to written approval from the City of North Battleford.

All bidders shall provide an estimated timeframe for initiation and completion of the work based upon the Contractor's assessment of the project and the work that they can do.

11. FEE SCHEDULE

The proponent shall fill-out the "Unit Cost Sheet" (Appendix A) included in this RFQ. The quote will include all costs for material, labour and equipment for the crack filling of



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Territorial Drive and other identified streets within the City of North Battleford, will be F.O.B. North Battleford.

If additional Sub-Contractor 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 RFQ. 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. the construction site in the City of North Battleford

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

The bids shall be open and irrevocable for sixty (60) days from the RFQ closing date and time.

Any proposed bids are not necessarily accepted.

The City reserves the right to give preference to that Contractor whose bid includes any material, location that the material is made, specifications, or methods of execution that are deemed by the City of North Battleford to be superior to those of any other Contractor.

The City reserves the rights to accept or reject any or all quotes received pursuant to this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFQ if it is in the best interest of the City to do so. The City may not necessarily award the lowest bidder the project.

The City may require the selected Contractor to participate in negotiations and to submit any costs breakdowns, or other revisions of their proposal, as a result of any such negotiations.

The rights of the parties shall be governed by and the contractual terms shall be interpreted in accordance with the laws of the Province of Saskatchewan.

City determination of the successful Contractor shall be final.

The City will notify the successful bidder in writing that their RFQ has been awarded to them.



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12. RESPONSIBILITIES

All bidders are to provide a timeline outlining proposed completion of specific deliverables identified in their proposed scope of work. Invoicing, aligned with the approved completion of specified deliverables, will be paid by the City within 30 days of receipt of the related invoice.

The selected Contractor shall also sign and submit the City's Service Provider Agreement with their proposal, included in Appendix B.

13. QUALIFICATIONS AND PRIOR EXPERIENCE

Those wishing to submit a proposal, shall provide information on the qualifications of the principal Contractor, and site supervisor for the project and relevant projects that he/she has worked on in the past. The proposal shall also include the name, contact person, address, and phone numbers of the party submitting the proposal, as well as a description of the service cost per metre (including all additional material and labour) to complete the work. Prospective subtrade if used are expected to have prior experience in delivery of similar work.

14. SUBMISSION DETAILS

All interested bidders for the 2025 Operations Cold Pour Cracks Filling RFQ should register with Clerk's Department by email at tenders@cityofnb.ca. Any questions received, and the associated responses will be sent to those registered via email. Any question must be asked a minimum of three (3) days before the closing of the RFQ.

Contractors bidding on the 2025 Operations Cracks Filling RFQ, must submit three (3) copies of their proposal in a sealed envelope/package, clearly marked "2025 Operations Cold Pour Cracks Filling", and must be received no later than 3:30 pm (CST), Thursday, April 3, 2025.

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

2025 Operations Cracks Filling
c/o City of North Battleford
Box 460
North Battleford, SK S9A 2Y6

Attention: Ms. Stacey Hadley, City Clerk.

Direct delivery address is:



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

Attention: Ms. Stacey Hadley, City Clerk.

Late receipt of quotes packages will be time marked and kept but will remain unopened.

E-mail bids will also be accepted and must be addressed to Ms. Stacey Hadley:

E-mail: tenders@cityofnb.ca

Subject: 2025 Operations Cold Pour Cracks Filling.

If the Bidder chooses e-mail to send their proposal, three (3) copies of their proposal in a sealed envelope/package, marked clearly “2025 Operations Cold Pour Cracks Filling” must be submitted within two (2) weeks of the RFQ closing, to the City Clerk, Ms. Stacey Hadley.

A Proponent may withdraw their proposal at any time prior to submission deadline by notifying the City Clerk’s Department either by in writing or e-mail.

15. PROPOSAL REVIEW AND ACCEPTANCE

a) PROPOSAL ACCEPTANCE PERIOD

All quotes 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 quotes, points will be awarded in accordance with the evaluation criteria outlined in Appendix E. Officials from the City of North Battleford’s City Operations Department will review all submitted material and rank the Contractor’s proposal for the work identified in the Terms of Reference.

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

Once the preferred Contractor has been identified, the City of North Battleford may enter into discussions with that proponent to clarify any outstanding issues



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and to identify and finalize those portions of the proposal, including negotiation of any changes that will form part of the final agreement.

c) COST OF PREPARATION/PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS

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

d) INTENTION OF THE CITY

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

- Waive any irregularity, insufficiency, or non-compliance in any proposal submitted
- Accept or reject all or part of any proposal
- Negotiate with a proponent to modify its proposal to best suit the needs of the City
- Accept the proposal that it determines to be most favourable to the interests of the City.

e) STATEMENT OF DECISIONS AND LIMITATIONS

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

This Terms of Reference does not commit the City to award a contract, to pay any costs incurred by the Contractor 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 quotes received pursuant to this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFQ if it is in the best interest of the City to do so. The City may require the selected Contractor to participate in negotiations and to submit any costs breakdowns, or other revisions of their proposal, as a result of any such negotiations.

f) STATEMENT OF CONFIDENTIALITY

In order to protect the confidentiality of City sanctioned projects, all information obtained by the Contractor shall not be disclosed to anyone except personnel



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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 shall the Contractor disclose or discuss any information pertaining to the work to any member of the public or media without prior written approval. Breach of confidentiality may result in termination of the Contractor's contract and legal action taken.

g) CONTRACTOR INSURANCE

The Contractor shall have a minimum five million dollars (\$5,000,000) liability insurance policy arising from all work activities pursuant to this Agreement, including but not restricted to loss of or damage to property, or personal injury including death.

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

h) CONTRACTOR SAFETY POLICY AND PROCEDURES

The Contractor will supply a copy of their safety procedures manual and safety procedure to the Project Coordinator within 10 days of being awarded the Contract. The Project Coordinator will review the procedures and if necessary, contact the Contractor to make necessary changes to procedures to meet City standards.

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

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

i) CONTRACTOR SERVICES AGREEMENT

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

The agreement will include but not be limited to:

- The Request For Quotes, (RFQ)
- The Contractor's proposal bid to the RFQ.
- The Contractor's proposed equipment to be used.
- A completed Service Provider Agreement (Appendix B)



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j) CONTRACTOR BUSINESS LICENSE

The selected Contractor will ensure that they have a valid and current City of North Battleford's business license during the duration of the contract.

k) CONTRACTOR PST LICENSE

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

l) CONTRACTOR GST LICENSE

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

m) CONTRACTOR EQUIPMENT

The Contractor will state on a separate sheet:

- Identify the equipment to be used for 2025 Operations.
- Identify the equipment to be used for traffic control while Cold Pour Cracks Filling to the Territorial Drive is in progress.

16. CONDITION OF PAYMENT

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

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

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

The Contractor's fee shall include a letter from the Workers Compensation Board (WCB) stating the Contractor is in good standing and a clearance form from the Saskatchewan



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Ministry of Finance stating the Contractor is in good standing with their Provincial Sales Tax. Failure to provide documentation from the WCB or Saskatchewan Ministry of Finance may result in the City holding back payment until the documentation has been provided.

All invoices will be submitted by email directly to:

To: sschafer@cityofnb.ca
Subject: City of North Battleford – 2025 Operations Cold Pour Cracks Filling.

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.

17. SAFETY

The Bidder will read, sign, and adhere to the City's Service Provider Agreement during the entire project. A copy of the City's Service Provider agreement is shown on Appendix "B". A sign copy of the City's Service Provider Agreement will be included in the Contractor's proposal.

The winning Contractor, their employees and sub-trades 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 winning Contractor shall ensure that they, their staff and their sub-trades adhere to the City's safety policy and procedures.

18. CLEAN UP

The Contractor shall maintain their work site in a tidy condition and as free from the accumulation of waste products and debris as possible. Any spillage from the Contractor's trucks travelling on public or private roads shall be promptly cleaned up by the Contractor.

The Contractor shall use only the products, tools, machinery, and equipment required for the performance of the work for that day. At the end of each workday, the Contractor will clean the work site ensuring that tools, machinery, and equipment are put away, and excess material is properly stored and secured. The contractor will ensure that waste products and debris has been disposed of in a proper and legal manner.



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Prior to completion of the work, the Contractor will ensure that the work site is clean and shall remove all excess products, tools, machinery and equipment, waste products and debris.

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

19. LEGISLATION

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

20. LITIGATION

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

20. TARIFFS

The City of North Battleford will NOT assume any responsibility for tariffs incurred by the Contractor following the submission of their bid.

In accordance with the Province of Saskatchewan's memorandum regarding capital project sourcing, and the City of North Battleford's commitment to adhere to this mandate, preference will be given to Proponents who procure, assemble and manufacture their goods and services using Canadian suppliers and manufacturers.



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Appendix A
Unit Cost Sheet
To be included with proposal

Proponent Information (Please Print)

Company Name:	
Address:	Contact:
	Phone:
City: Province:	Fax:
Postal Code:	Email:

Addenda

The proponent acknowledges the following addenda have been received. The modifications to the proposal documents noted therein have been considered and the effects are included in the price.

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

We, the undersigned, having examined and read the proposal documents and addenda as issued by the City agree to supply the goods, materials or services for the unit prices stated herein.

Signature of Authorized Company Official

Name and Title (Please Print)

***Failure to sign the submission form may result in the proposal being rejected.**

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Appendix A – Pricing Submission Form

Work will be completed as listed below

1. Territorial Drive
2. Other location as required to fill the cost of the contract.

NOTE: Traffic areas and will require traffic control

Name of Tendering Firm:	
Address of Tendering Firm:	
Telephone number of tendering firm:	
Fax number of tendering firm:	
Saskatchewan WCB account number:	
Product Name:	
Specification sheets of product attached	
Cold pour Crack Filling unit price per lineal meter - clean and apply	\$ _____ Unit Price \$ _____ GST \$ _____ PST \$ _____ Total
Name of authorized signing officer (please print)	
Position of authorized signing officer	
Signature of authorized signing officer	
Date:	



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Appendix B
Service Provider Agreement

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

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

1. Compliance with Legislation

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

2. Orientation

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

3. Competent Supervisors and Workers

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

4. Housekeeping

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

5. Inspection of Equipment

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

6. Tools and Equipment

The Service Provider agrees to provide the City of North Battleford a list of all tools and equipment it intends to bring on site to perform the work. The City of North Battleford reserves the right to inspect any and all such tools and equipment and to refuse entry onto the site should the City of North Battleford find any such items inappropriate to perform the work adequately and safely. This in no way alleviates the Service Provider's responsibilities with regards to its own tools and equipment.

7. Hazard Assessment

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

8. Contractor Safety Program

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

9. Reporting Requirements

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

10. Worksite Inspections

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

11. Incident Investigations

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

12. Tool Box Safety Meetings

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

13. Personal Protective Equipment

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

14. Critical Work

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

15. Controlled Products

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

16. Records and Statistics

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

17. WCB Information

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

18. Audits

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

19. Subcontractors

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

20. Stopping Work

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

21. Enforcement Policy

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

22. First Aid

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

23. Additional Terms

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

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

Executed this _____ day of _____, _____ on behalf of

_____ (Service Provider Company Name)

_____ (Service Provider Representative - Print Name and Position)

Per:

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

Per: (Acting Contract Administrator Annual Pre-Qualification)

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

Per: (Witness)

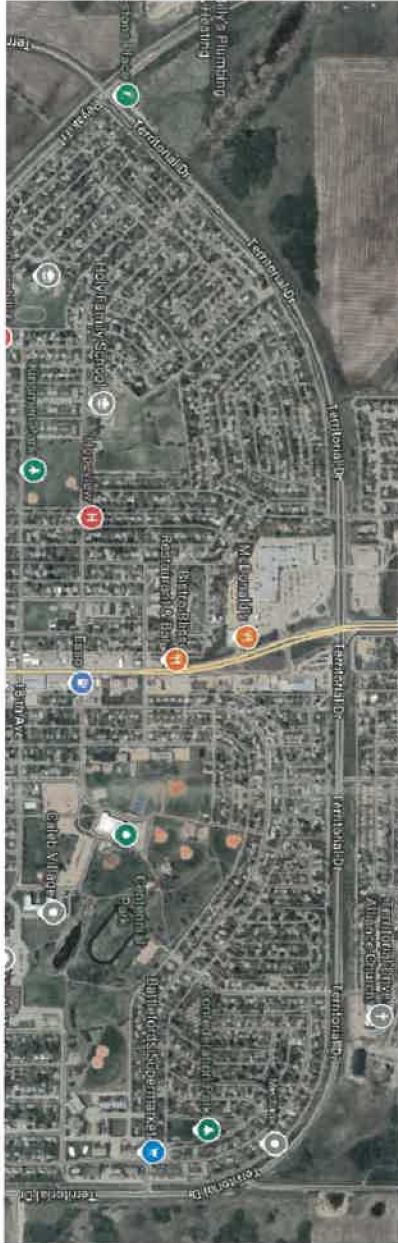


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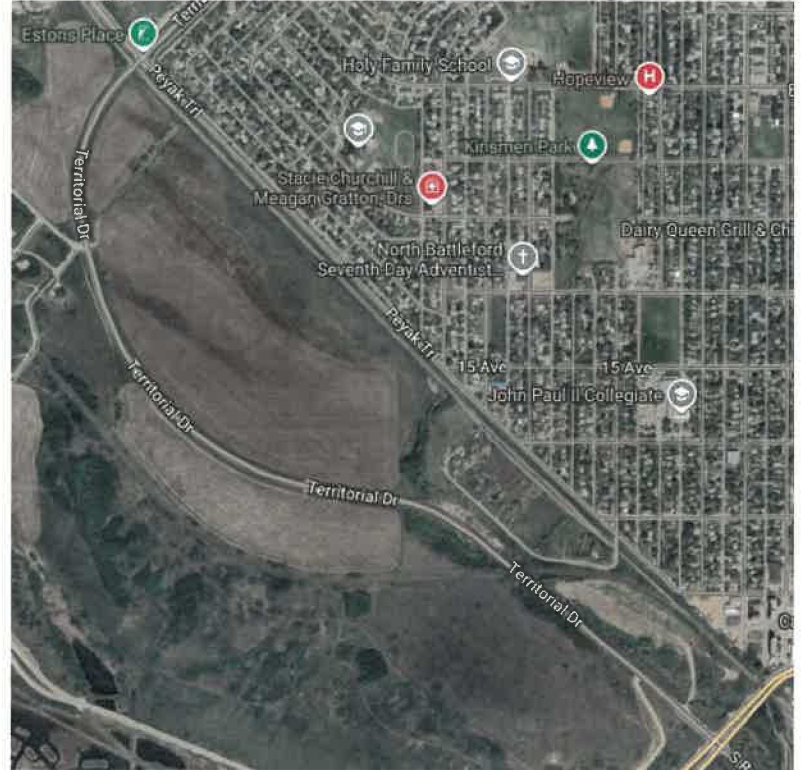
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Appendix C

Location of the Territorial Drive for Application of Cold Pour Crack Filling



Territorial Drive North Side

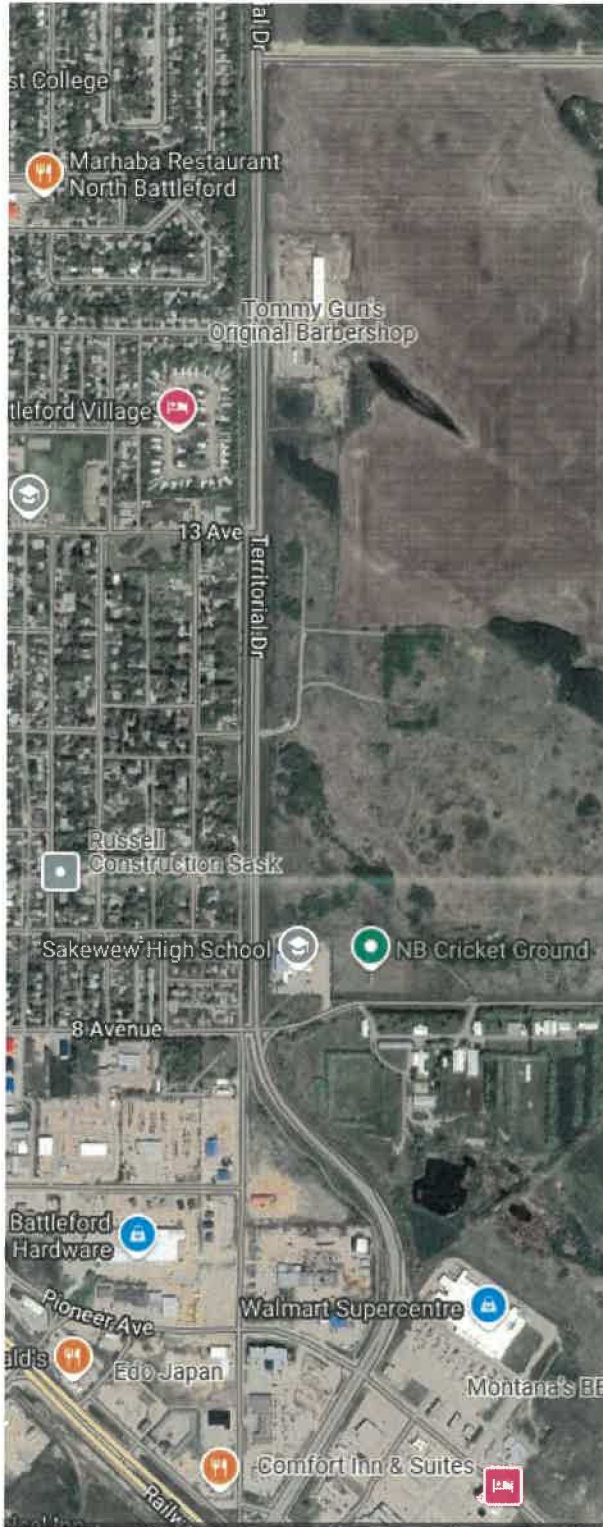


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Territorial Drive East Side



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Appendix D
Specifications for the Crack Filling Material and Application

ASPHALT PAVING CRACK FILLING

2.0 General

The purpose of Crack Filling is to prolong the life of existing pavement by preventing moisture from penetrating the roadway structure, and by preventing the spalling of material from the edges of the cracks.

2.0 Materials

The Contractor shall supply all material necessary for the work including the cold pour crack filling material.

The Contractor shall use a cold pour crack filling material such as Pounder HF-150-P or equivalent. The filling material to be approved by the City's Project Coordinator.

The Contractor shall provide to the City's Project Coordinator the following information five (5) working days prior to commencing the work:

- Name and mailing address of the cold pour crack filling material supplier and manufacturer.
- Name of the cold pour crack filling material product to be supplied.
- Written confirmation from the manufacturer that the cold pour crack filling material to be supplied, does meet all specifications requirements along with test results that demonstrate that the product meets all specified requirements.

The Contractor shall verify that all cold pour crack filling material delivered and used in the work is the type and grade ordered and approved by the City's Project Coordinator.

The Contractor shall supply the City's project Coordinator with the Manufacturer's quality control test results (as identified Table 1) for each batch of cold pour crack filling material. These test results shall be supplied at the time of delivery of each batch of the cold pour crack filling material to the work site.



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Table 1 Quality Control Testing Requirements

Product	Quality Control Testing Requirements	
Cold Pour	a) Uniformity	HF-150-P
	b) Viscosity	ASTM D562
	c) Solids Content	ASTM D244
	d) Rate of Curing (24 Hours)	HF-150-P

If required, the Contractor shall supply and use screened sand with a maximum top size of 2 mm as blotting materials for the project:

The use of other products shall be subject to the approval of the City’s Project Coordinator.

3.0 Equipment

The Contractor shall supply all equipment and personnel necessary for completion of the Work including but not limited to the cold pour crack filling equipment and all related equipment such as forklifts, hoists, transportation vehicles, traffic signage, traffic cones, barricades, flag people, etc.

The application equipment shall be capable of regulating the application of the crack filling material directly on the road.

4.0 Crack Filling

All work shall be performed during daylight hours only. No work shall be performed if the visibility is less than 750 metres. No work shall be performed during rain storms, snow storms, or when the pavement surface or asphalt cracks are wet. The maximum work area shall be 1.0 kilometre in length.

The Contractor shall supply and use all traffic safety equipment to direct traffic around the work site crew, i.e.: Flag-persons, traffic signage, pylons, etc.

The cold pour crack fill material shall not be applied when the atmospheric temperature at the work site is below 0° Celsius.

All cracks within the entire width of the pavement surface shall be sealed.

Prior to the application of the cold pour crack fill material, the Contractor shall ensure that the road surface adjacent to the crack is clean.



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The cold pour crack fill material shall be applied with the Manufacturer's specified temperature range.

The cold pour crack fill material shall be applied so that the crack is flush filled immediately following application with a thin over-band on fill material extending approximately 25 mm beyond the edges of the crack.

Excess crack fill material shall be removed from the pavement surface immediately following the application. Removal of the cold pour crack fill material shall involve the use of a squeegee, starting from the centreline and proceeding to the shoulder.

If required, a blotting material shall be placed to the cold pour crack fill material immediately after the cold pour crack fill material has been placed on the crack and the excess cold pour crack fill material has been squeegee to the shoulder.

Fuel, asphalt and any other spills shall be cleaned up to satisfaction of the City's Project Coordinator at the Contractor's expense.

Work that does not meet the foregoing requirements shall be repaired or reconstructed to the satisfaction of the City's Project Coordinator.

5.0 Acceptance Sampling and Testing of Cold Pour Crack Fill Material

All cold pour crack fill material supplied may be subject to inspection, sampling and testing by the City and the Contractor shall cooperate in the inspection and sampling process. If the Contractor is requested, they shall obtain two representative samples of the cold pour crack fill material in accordance with ATT-42 for each lot of production.

The City's Project Coordinator will determine the frequency of the test of the crack fill cold pour materials that do not conform to the manufacturer's specification limits shall be rejected.

6.0 Measurement and Payment

Measurement will be made of the length of the crack in metres, on which the crack filling has been performed.

A roadway will include all travel lanes, shoulders, acceleration and deceleration lanes, turnouts and intersections.

Payment will be made at the unit price per metre for "crack filling". This payment will be full compensation for, cleaning the road surface adjacent to the crack, supplying and applying the crack fill material and blotting material, quality control, traffic accommodation and signing.



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If the cold pour crack filling does not meet industry standards, final approval will be subject to the City's Project Coordinator acceptance.



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Appendix E
Proposal Evaluation Criteria

1. PROPOSED SCHEDULE FOR TASK (20 POINTS)

- Provision of projected time for project.
- Proposed schedule for tasks.

2. PROFESSIONAL'S EXPERIENCE (20 POINTS)

- Technical experience associated projects of this nature.

3. STAFF AND PROJECT QUALIFICATIONS (20 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 (20 POINTS)

- Provision of past experience with the City. If proposed bidder has not conducted work with the City of North Battleford, the bidder will include on a separate sheet, external references for related projects. Information should included, the project name, owner, contact person and contact telephone number.

5. FEES (20 POINTS)

- Appendix A, Unit Costs of project.