

## TERMS OF REFERENCE

**City of North Battleford** 

**Request For Proposal** 

For

**Uni-Directional Flushing Program** 



## City of North Battleford Uni-Directional Flushing Program

#### 1. INTRODUCTION

The City of North Battleford, Saskatchewan, is seeking proposal submission from a professional firm to conduct a yearly Uni-Directional Flushing (UDF) program of the City's water distribution system. Since 2012, the City has conducted a UDF program to clean the potable water distribution pipes. The City of North Battleford has approximately 140 Km of potable water distribution pipes, of which approximately 1/3 is cleaned each year.

#### 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 of North Battleford has two water treatment plants that supply water to the City residences and local business. The water from the water treatment plants are pumped to 2 reservoirs, and 1 water tower for storage. In addition, water is pumped to 2 subdivisions at the north end of the City using a booster pumping station. There are approximately 4,200 water services throughout the City.

Although the City's ground water treatment system is effective in removing iron and manganese, over the years, the remaining traces amounts have built up on the inside of the water distribution pipes. To eliminate high turbidity in the water distribution system caused by "one of" rapid water usage events know as spikes, the City has implemented a yearly UDF program that started in 2012. Approximately 1/3 of the City water distribution system is unidirectional flushed in a two-week period starting at the beginning of May, with the crew working each night to complete the project before the long weekend in May (Victoria Day) of each year. The UDF crew will work each night, 7 evenings a week, to meet the deadline. During this time period, the UDF starts at approximately 7:00 p.m. each evening and continues until 7:00 a.m. until the entire distribution system in the UDF area has been completed.

#### 3. SCOPE of the PROJECT

The intent of this RFP is to select a Contractor who has the expertise and equipment to work with City's water distribution crews to conduct a yearly UDF program. The contract will be a 5-year term.

The selected Contractor will:

• Meet with City Administration early in the new year to discuss which section of the City will be flushed.



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- Submit at least one month prior to project initiation, a Standard Operating Procedures (SOPs) to the City for approval, indicating the line size, run direction, start and stop points, valves to open/close for the run
- Provide all hydrant connections, hoses and pressure gauges to connect to hydrants and to monitor residual pressures (as needed).
- Provide flushing trailer with integrated flow control, de-chlorination capability, and a totalizer of flush water from water mains. The trailer must have the ability to flush directly to the storm water system. The trailer must be able to be moved readily to and from flushing sites.
- Identify any operational problems with street valves.
- Provide hydrant inspections and notification of any operational issues.
- Provide calibrated portable laboratory equipment to complete water quality testing and monitoring.
- Work exclusively with the City's Water Distribution staff on valve turning plans.
- Maintain a working list of valves that are open/closed in the system, throughout the entire UDF procedures.
- Communicate and assist Water Treatment Plant Operators in determining pump operations and flow requirements for flushing, and while monitoring residual pressures and chlorine in the water distribution system.
- Communicate with emergency services (911, fire and dispatch) during the procedures and assist as needed.
- Complete flushing procedures throughout the night-time hours.
- Be able to halt all work, if required by emergency services, and open water valves required to provide necessary water flows and pressures to emergency services when required.
- Meet each morning by 8:00 a.m. after the UDF, to discuss; the program's progress, areas that were flushed, give updated forecasts of the next evening areas that are to be flushed, identify valves that are open and closed, identify valves that require servicing and other problems and/or concerns during the previous night.
- Meet each evening by 7:00 p.m. while the UDF program is on-going to discuss the nights projected area to be flushed, set up locations for equipment, identify valves that need to be opened or closed, identify businesses and facilities that must be notified that the UDF is being conducted in their area, and any other problems and/or concerns that may arise.
- During the UDF program, there are times that the City will be divided into two independent water distribution systems. These two systems must be monitored simultaneously during the flushing procedures to ensure water pressures and flows remain at acceptable levels. At no time may any part of the City's water distribution be without water or have the pressure drop as to be classified as depressurized, due to the UDF program. The contractor will assist the water treatment crews and water distribution



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crew to ensure water flows to all parts of the city and sections of the City do not depressurize.

- Assist the City Water Distribution Operators in troubleshooting any issues that arise during flushing procedures and if required, alter flushing plans accordingly and as needed, due to maintenance or unseen issues.
- During the UDF, no roads or stormwater infrastructure may be damaged. UDF water will not be permitted to be placed into the sanitary sewer system.
- Ensure all roads remain passable during flushing procedures.
- Supply a minimum of three people, with two members having a minimum of Class 2 Certified Water Treatment/Water Distribution Operators to perform the flushing and work with the City's Waterworks and Water Treatment Plant crews, and the third member to work with the City's Waterworks staff in identify, opening and closing water valves, to force the potable water in the water mains to travel in the desired directions.
- The 2 Certified Water Treatment/Water Distribution Operators will ensure that the water released into the storm water system has been dechlorinated. The City will provide sodium bi-sulphate in 45 gallon drums as the dechlorination chemical. It will be the responsibility of the selected firm to transport the drums to the flushing site and have the pumps, monitoring equipment and power to operate safely dispense the proper amount of chemical from the drum in the flushed water.
- The consultants will contact commercial firms, group homes and institutions that operate during the evening, late nights or early morning to inform them 1 hour before flushing occurs on their street, so the they can take measure to protect equipment that uses water. The City will provide a list of names and telephone numbers of those businesses.
- It is the responsibility of the selected firm to monitor and ensure that the chlorine levels in the flushed water are within Federal and Provincial guidelines for release into the environment.
- Ensure that the firm complete the UDF procedures is COR (Certificate of Recognition) safety certified.
- Maintain a regular open dialogue with Water Security Agency, as required.
- Provide a detailed flushing report upon completion of work that includes at a minimum: flushing procedures for each run, pipe size/diameter, pipe volume, velocity achieved, valves open/closed, estimated flush time, start/stop time, colour, and volume of water used. The report should also include any recommendations needed for future unidirectional flushing.

#### 4. **DELIVERABLES**

The Contractor will supply all material and labour to complete the job as identified above, including personal protective equipment for their staff.



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#### BUDGET

The Contractor will provide a quote to provide the above work for each of the five years that this contract is in affect. The project cannot exceed the quoted amount, without written approval from the City of North Battleford's Director of City Operations. The Contractor will perform the work defined.

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

#### 6. LINE LOCATES

The selected contractor will be responsible for contacting all crown, underground and above ground utilities to ensure that utilities are not struck, damaged or destroyed.

#### 7. TRAFFIC ACCOMMODATIONS

If required, the selected contractor will be responsible for all traffic accommodations in and around the flushing site, including traffic signs, flashing lights, required flag persons (if necessary), and barricades, etc.

#### 8. DAMAGES

The Selected Contractor must not cause damage to adjacent landscaping, crops, retaining walls, curbs, sprinkler heads, road surfaces, or other infrastructure. 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. In the case of crops, the City will assess the damage with the property owner and an appropriate compensation will be determined. The determined amount will be deducted off the Contractor's amount and paid directly to the Owner.

The City will not be held responsible nor will they compensate any party for damage or destroyed services or private property.

#### 9. SERVICES TO BE SUPPLIED BY THE CITY

The City has assigned Joe Gagne, Waterworks Supervisor, as the Project Coordinator. The Project Coordinator will serve as a liaison between the Contractor and City Hall. The Project Coordinator and his designates will inspect the completed work and will



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recommend payment after final approval has been given.

#### 10. TIMELINES

This project is to be completed by May long weekend (Victoria Day Weekend). However, deadline extensions may be approved but are subject to written approval from the City of North Battleford.

All bidders shall provide estimated timeframe for initiation and completion of the work based upon the contractor's assessment of the project and the scope of their work.

#### 11. FEE SCHEDULE

The proponent shall fill-out the "Upset Cost Sheet" (Appendix A) that has been included in this RFP. The quote will include all costs for material, labour and equipment for the completed UDF project, 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 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. the City of North Battleford

The included fees will be quoted as an upset 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 RFP 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, 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 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 not necessarily award the lowest bidder the project.



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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 bidders in writing that their RFP has been awarded to them. The City will also notify those bidders that were not selected to do the work that they were not successful.

#### 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 completion of specified deliverables, will be paid by the City within 30 days of receipt of the related invoice.

The selected contractor will 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, should provide information on the qualifications of the principle contractor, and site supervisor for the project and relevant projects that he/she has worked on in the past. The proposal should 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 City of North Battleford's Uni-Directional Flushing Program RFP should register with the City Clerk's Department by email. 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 RFP.

Contractors bidding on the City of North Battleford's Uni-Directional Flushing Program, must submit three (3) copies of their proposal in a sealed envelope/package, clearly



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marked "City of North Battleford's Uni-Directional Flushing Program", and must be received no later than 3:30 pm (CST), Thursday, January 30, 2025.

Three (3) bound copies and one pdf copy of the proposal are to be submitted to:

City of North Battleford's Uni-Directional Flushing Program c/o City of North Battleford
Box 460
North Battleford, SK S9A 2Y6

Attention: City Clerk's Department.

Direct delivery address is:

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

Attention: City Clerk's Department.

Late receipt of proposals packages will not be returned and will not be opened.

E-mail bids will also be accepted and must be addressed to the City Clerk's Department:

E-mail: tenders@cityofnb.ca

Subject: City of North Battleford's Uni-Directional Flushing Program.

If the Bidder chooses e-mail to send their proposal, three (3) copies of their proposal in a sealed envelope/package, marked clearly "City of North Battleford's Uni-Directional Flushing Program" must be submitted within one (1) week of the RFP closing, to the City Clerk's Department.

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

#### 15. 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.



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#### b) PROPOSAL SELECTION

To evaluate proposals, points will be awarded in accordance with the evaluation criteria outlined in Appendix D. 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 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 PREPARTION/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 RFP, 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



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contract. These Terms of Reference represent the City's request to receive proposals 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 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 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 authorized by the City. As well, all public communications and/or media inquiries regarding the subject property will be made through the appropriate City Department. Under no circumstance should the Contractor disclose or discuss any information pertaining to the work to any member of the public or media without prior written approval. Breach of confidentiality may result in termination of the Contractor's contract and legal action taken.

#### g) CONTRACTOR INSURANCE

The Contractor will have a minimum five million dollars (\$5,000,000) general liability insurance policy when working on this project.

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

#### h) CONTRACTOR SAFETY POLICY

The Contractor will supply a copy of their safety procedures manual 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.



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

#### 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. The City will waive the business license fee for this project.

#### k) CONTRACTOR PST LICENSE

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

#### I) 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 the City of North Battleford's Uni-Directional Flushing Program.

#### 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.



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

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

All invoices will be submitted by email directly to Stewart Schafer at:

To: sschafer@cityofnb.ca

Subject: City of North Battleford's Uni-Directional Flushing Program.

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 signed and submitted by the winning Contractor before the project starts.

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



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# **Appendix A**Upset Cost Sheet

**Upset Cost Sheet To be included with proposal** 

Year	Costs
2025	\$
2026	\$
2027	\$
2028	\$
2029	\$

#### Note:

- 1. All prices to include material, labour and equipment.
- 2. All prices to include federal and provincial taxes.



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# Appendix B Service Provider Agreement



To Be Completed by all Contractors / Service Providers Engaged By the City Of N.B.

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 Battlefordwill 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.



To Be Completed by all Contractors / Service Providers Engaged By the City Of N.B.

#### 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 Battlford 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.



To Be Completed by all Contractors / Service Providers Engaged By the City Of N.B.

#### 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.



To Be Completed by all Contractors / Service Providers Engaged By the City Of N.B.

#### 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 Battlford 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

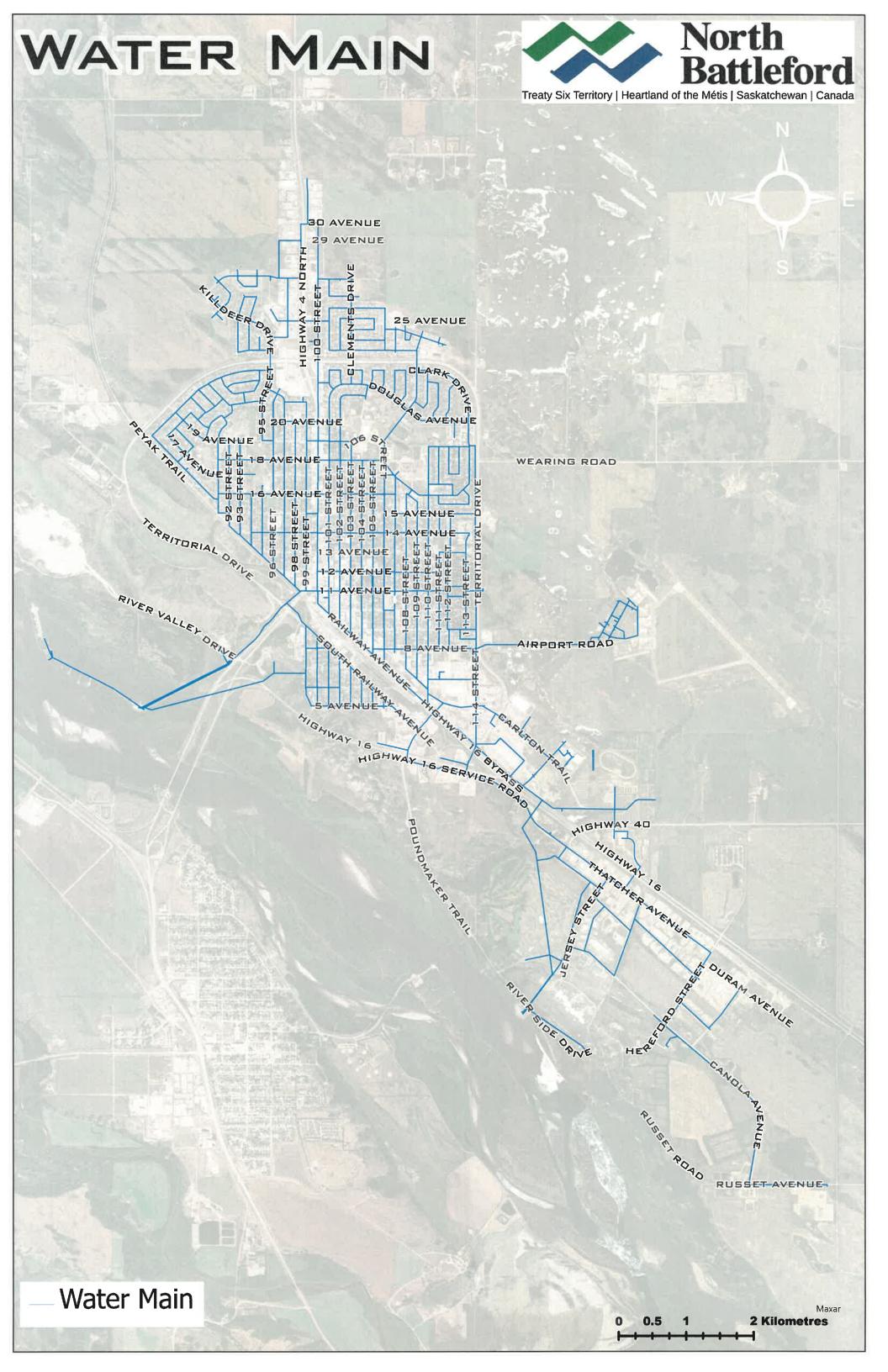
The Service Provider agrees to adhere to any additional safety requirements stipulated by the City of North Battleford which may arise due to unforeseeable circumstances which might result in unacceptable risk to workers, equipment or facilities (e.g. fires, act of God, extreme inclement weather conditions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

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



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**Appendix C**City's Water Distribution Map





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## Appendix D

#### **Evaluation Criteria**

- 1. Professional Experience (25 Points)
  - Technical experience associated projects of this nature.
  - Experience working with the public.
- 2. Staffing (25 Points)
  - Qualified project staff, key personnel's level of involvement in performing the related work.
  - Adequacy of labour.
- 3. Past Performance (25 Points)
  - Provision of external references for related projects. Information to include project name, owner, contact person and contact telephone number.
  - Past work with the City of North Battleford.
- 4. Fee (25 Points)
  - Provision of projected time for project
  - Cost of the project unit price and total cost.