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## Request for Proposal (RFP)

Solicitation Number: [AIR-2025-01](#)

Date of Issue: [September 30, 2025](#)

RFP Title: [Municipal Airport Snow Removal Services](#)

RFP Closing Date: [October 14, 2025](#)

Closing Time: [4:00 pm](#)

Project Award Date: [October 17, 2025](#)

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## INTRODUCTION

The Town of Leader is seeking proposals from qualified Contractors to provide 2025/2026 Clearing and Removal Services (“the Services”) at the Leader & District Municipal Airport.

The purpose of this Request for Proposals (“RFP”) process is to select a qualified Contractor to enter into a Work Agreement with the Town of Leader for the performance of the Services. Further details about the Services required by the Town are set out in Schedule “A” – Service Requirements.

**This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal.**

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## 1.0 RFP DOCUMENTS

The following documents are attached to and form part of this RFP:

- Schedule “A” – Service Requirements
  - Schedule “B” – Proposal Content Requirements
  - Appendix “1” – Rate Schedule
  - Schedule “C” – Snow Removal Policy
  - Schedule “D” – Form of Work Agreement
- 

## 2.0 INQUIRIES

Any inquiries concerning this RFP should be directed in writing to: [cao@leader.ca](mailto:cao@leader.ca).

The Town of Leader may circulate its response to any inquiries to all proponents, along with the original inquiry and may post such response and original inquiry on [www.sasktenders.ca](http://www.sasktenders.ca) or may choose not to reply to any inquiry.

Proponents should refrain from contacting other employees, agents or members of Council or the Leader & District Municipal Airport Committee in respect to this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in the Town’s sole discretion, result in disqualification.

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## 3.0 CONTENTS OF PROPOSALS

- a) Proposals should address the items out in Schedule “B” – Proposal Content Requirements.
  - b) Proponents may provide additional information beyond that requested in the RFP for consideration. Any such additional information may be considered by the Town in its sole discretion.
  - c) Proponents may be asked to submit additional information pertaining to their past experience, qualifications and such other information that the Town might reasonably require.
-

## 4.0 SUBMISSIONS

The Town of Leader is not responsible for any costs incurred by proponents in preparing their proposals.

### **Selection Process**

- The Town of Leader shall evaluate all proposals to ensure they meet the requirements of this Request for Proposals.
- Personal interviews may be conducted by the Town with the potential Contractor.
- All unsuccessful respondents shall be notified by email.
- Proposals are **NOT** to include GST in their bid pricing.

### **Submissions and Closing Date**

Signed proposals must be received no later than **4:00 pm local time on October 14, 2025**. Any submissions received after the aforementioned date and time will not be accepted. Proposals may be emailed to the undersigned.

Erin Romanuik  
CAO  
Phone: 306-628-3868  
Email: [cao@leader.ca](mailto:cao@leader.ca)

### **Submission of Proposals**

Submitted proposals are to be clearly marked in the subject line as:

*Municipal Airport Snow Removal Services - Submission*

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## 5.0 EVALUATION OF PROPOSALS

Proposals will be opened and evaluated privately.

### **Evaluation Criteria**

Submitted proposals will be evaluated against the following criteria:

- Qualifications, experience and capacity include, but are not limited to equipment and staffing of the proponent to provide and successfully complete the services required by the Town of Leader as well as any optional services offered by the proponent, in a timely, safe efficient and quality manner;
- References and past performance;
- Proponent's overall fee proposal;
- Terms of the Work Agreement that the proponent is prepared to accept;
- The completeness of the proponent's proposal; and
- Such other criteria as the Town considers relevant.

### **Clarification**

The Town reserves the right to contact any Proponent to seek clarification of the contents of the Proposal submission. The Town may investigate, as it deems necessary, the ability of the Proponent to perform the Work and the Proponent shall furnish the Town all such information and data for this purpose as the Town may request.

### **References**

Some scores assigned to various categories may be determined through reference checks.

### **Interviews**

An invitation to interview or to negotiate does not obligate the Town or Leader to conclude the Work Agreement with that proponent. The Town may interview or may negotiate any aspect of any proposal with one or more proponents at any time.

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## **6.0 WORKING AGREEMENT**

Any successful proponent(s) will be expected to enter into a Work Agreement for professional or consulting services based on the form of agreement attached at Schedule "D" (the "Work Agreement"), with such modifications as agreed to by the Town and a chosen proponent.

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## **7.0 TERMS AND CONDITIONS OF THE RFP PROCESS**

### **Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of the RFP where the request is made.

### **Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities. Proponents may direct questions or seek additional information by email, on or before the deadline. No such communications are to be directed to anyone other than the CAO. The Town is under no obligation to provide additional information but may do so at its sole discretion.

### **Clarification**

The Town reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. Any response received by the Town from a Proponent shall, if accepted by the Town, form an integral part of that Proponent's proposal.

### **Addenda**

Addenda may be issued during the Proposal period in response to inquiries received. Addenda will be posted in all places the RFP is posted. All addenda must be considered and acknowledged when responding to this RFP. Verbal answers are binding only when confirmed by written addenda.

### **Incorporating RFP**

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal.

### **Confidentiality**

All information provided by or obtained from the Town in any form in connection with this RFP either before or after the issuance of this RFP:

- a) Is the sole property of the Town and must be treated confidential;
- b) Is not to be used for any purpose other than replying to this RFP;
- c) Must not be disclosed without prior written authorization from the Town; and
- d) Shall be returned by the Proponents to the Town immediately upon the request of the Town.

### **Local Authority Freedom of Information and Protection of Privacy Act**

Information provided by a Proponent may be released in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act*. A proponent shall identify any information in its proposal or any accompanying documentation for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except where an order by the Information and Privacy Commissioner or a court requires the Town to do otherwise.

### **Rights of the Town**

In addition to any other expressed rights or any other rights which may be implied in the circumstances, the Town reserves the rights to:

- a) Make public the names of any or all Proponents;
- b) Waive formalities and accept proposals which substantially comply with the requirements of the RFP;
- c) Verify with any Proponent or with a third party any information set out in a proposal;
- d) Check references other than those provided by any Proponent;
- e) Disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- f) Disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- g) Accept or reject a proposal if only one proposal is submitted;
- h) Select any Proponent other than the Proponent whose proposal reflects the lowest cost to the Town;
- i) Cancel this RFP process at any stage;
- j) Cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- k) Accept any proposal in whole or in part, provided that doing so complies with the Town Procurement Policy and other applicable laws;
- l) Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's proposal; and
- m) Reject any or all proposals in its absolute discretion.

The Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances. By submitting a proposal, the Proponent authorizes the collection by the Town of the information set out above in the manner contemplated in those subparagraphs.

#### **Privilege**

The Town of Leader reserves the right to reject any and all RFP submissions, not necessarily accept the lowest cost submission, or to accept any submission that it deems, at its sole discretion, to be in the best interest of the Town.

#### **Agreement Refusal**

The Town reserves the right to refuse to contract with a vendor, supplier, contractor, person, or entity which has threatened or commenced litigation against the Town, breached any material terms or prior contracts, failed to perform as required pursuant to prior contracts, or has performed a wrong-doing against the Town which could be punishable in the courts.

#### **Governing Laws**

This RFP process shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

## SCHEDULE “A”

### Service Requirements

#### **Municipal Airport Snow Removal – Equipment & Services**

##### **OVERVIEW OF WORK**

The Contractor shall provide equipment and skilled operators for winter road maintenance operations at the Leader & District Municipal Airport from November 1, 2025, through April 30, 2026. Services include, but are not limited to, snow plowing, grading and hauling operations. The Town of Leader requires the supply of:

- **Snow Plow Equipment**
- **Dump/ Hauling Truck(s)**
- **Snow Blower**, Town snow blower may be utilized if proponent does not have this equipment

All equipment must be accompanied by **qualified, experienced operators**.

Provisions of additional equipment may be requested by the Town as required. Pricing for available additional equipment for winter operations shall be specified in Appendix “1” – Rate Schedule and Schedule “B” – Proposal Content Requirements.

Snow events are declared when snow accumulates at any depth. The Contractor shall monitor snow events at all times. Snow removal is necessary after any snow event. It is the Contractor’s judgement on the type of maintenance/removal is needed, however, the airport runway and taxi area must remain in a clear and safe condition for Medevac services to land and depart.

The Town may request the contractor to complete additional work, if the Leader & District Municipal Airport Committee are presented with potential safety risks from airport users.

Snow removal of the runway is high priority and work must be initiated within one hour following the conclusion of a snow event or as soon as weather conditions are deemed safe for work.

Before entering the work site, the Contractor will ensure that a NOTAM has been registered with NAV CANADA. This is to prevent complications with incoming planes and to ensure a safe work site.

##### **PERFORMANCE EXPECTATIONS**

**Point of Contact:** To ensure operational readiness, Contractors shall provide a designated point of contact to be available by telephone to the CAO or designate throughout the term of the contract. In the event that the designated contact is to be unavailable, a designate must be assigned, and the designate name and telephone number must be provided to the CAO or designate with 24 hours notice, or as much notice as possible in case of emergency. Point of contact’s failure to receive communications within specified timelines may result in forfeiture of work assignment.

**Availability:** Services must be reliably available throughout the contract term, 7 days a week including weekends and statutory holidays. Services are expected to be required during snow events and major snow events as defined in Schedule C – Winter Maintenance Service Level. Winter maintenance activities may be paused in the event of an extreme weather event emergency, when extreme conditions prevent the deployment of crews while roadways become impassable.

**Response Time:** It is the Contractor's responsibility to initiate winter maintenance when a snow event occurs. The CAO may also provide notice to the Contractor if extra winter maintenance is needed. Failure to provide services as per specified timelines may result in forfeiture of work assignment.

**Non-Performance Clause:** Failure to meet performance expectations may result in contract termination.

#### **SAFETY, REGULATORY & INSURANCE COMPLIANCE**

Prior to commencement of work for the Town of Leader, the following shall be supplied by the Contractor and for any subcontractors performing work for the Contractor under this agreement:

**Occupational Health & Safety:** All work must comply with the *Saskatchewan Occupational Health and Safety Act*.

**Worker's Compensation Board (WCB):** Contractor must prove proof or compliance with Saskatchewan WCB legislation, including a valid WCB Clearance Certificate and Statutory Declaration prior to entering into the agreement with the Town of Leader.

**Insurance Requirements:** The Contractor must provide copies of insurance certificates and shall maintain insurance coverage at all times during the contract period. Failure to maintain insurance may result in contract termination.

- Commercial General Liability (CGL) minimum coverage of \$2,000,000.00 per occurrence is required.
- Automobile Liability minimum coverage of \$2,000,000.00 per occurrence is required and applies to all vehicles performing work for the Town of Leader.

**Payment Terms:** The Town will accept monthly invoices, itemizing the services provided in the preceding month. Payment shall be remitted by the Town of Leader within 30 days of invoice date for all undisputed invoices.

**Term of Contract:** This contract shall remain in effect between November 1, 2025 and April 30, 2026.



## SCHEDULE “B”

### Proposal Content Requirements

Proponents should, at a minimum, address and provide the following in their Proposals.

#### **BUSINESS DETAIL**

A brief description of your business including any qualifications you consider relevant.

#### **Capacity**

1. Please confirm in your proposal if you will ensure that services are consistently provided on time according to all requirements in Schedule “A”.
2. The Town expects that you will have sufficient resources available to meet the service requirements in a timely manner. Provide a brief description of your companies’ staffing resources that will be utilized to meet the service requirements. Describe the total number and qualifications of staff you propose to complete the required services.
3. Provide a list of equipment that will be utilized to perform the Work in your proposal document. Please note if you will need access to the Town of Leader’s snow blower and are willing to negotiate rates based on its use.
4. Please confirm in your proposal if you will ensure to provide a current clearance certificate from the Worker’s Compensation Board of Saskatchewan prior to entering into the agreement with the Town.
5. Identify and provide a brief description of any Subcontractors you propose to engage to perform the Work.

#### **Liability Insurance**

You must carry commercial liability insurance and automobile liability in an amount of not less than \$2,000,000.00 per occurrence. Provide certificates of insurance outlining the amounts of professional liability insurance that you carry, if not available, please confirm in your proposal if you will be able to obtain the required insurance prior to the execution of an Agreement.

#### **Fee Proposal**

1. The Town of Leader expects the Work will be performed on a “time and materials” basis. Provide a complete pricing proposal, including any applicable equipment rates.
2. All prices/rates should be quoted in Canadian Dollars, exclusive of any applicable PST and GST.

#### **Exceptions to Work Agreement Terms**

A detailed description of any exceptions or additions to the Work Agreement should be clearly set out in a proponent’s proposal. The Town will assume, in the absence of any such exceptions or additions, that the Proponent accepts the form of Work Agreement.

### **Conflict of Interest Disclosure**

Disclose any actual or potential conflicts of interest that may exist between your business and its management, and the Town of Leader, its members of Council and staff, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal. The Town employees are ineligible to participate, directly or indirectly, with any proponent.

### **Confidentiality**

1. Proponents are advised that the Town of Leader is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (LA FOIP), which provides a right of access to information in records under the control of a municipality. Proponents are advised that the Town of Leader may be required to disclose RFP documents and a part or parts of any proposal in response to this RFP pursuant to LA FOIP.
2. Proponents are also advised that LA FOIP does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**

## APPENDIX “1” Rate Schedule

Please complete the table below for equipment available for snow removal services at the Leader & District Municipal Airport.

| Items                        | Quantity | Rate per Hour<br>(excluding PST & GST) |
|------------------------------|----------|----------------------------------------|
| Grader                       |          |                                        |
| Semi-Truck with Dump Trailer |          |                                        |
| Tandem Truck (Hauling)       |          |                                        |
| Plow Truck                   |          |                                        |
| Loader – Specify             |          |                                        |
| Skid Steer                   |          |                                        |
| Blower                       |          |                                        |
| Other – Specify              |          |                                        |
| Other – Specify              |          |                                        |
| Other - Specify              |          |                                        |

The Proponent’s rates set out in the tables above are inclusive of Operators, including all labour expenses, payroll benefits, insurance, safety certification, training expenses, permits and licenses, as well as all equipment expenses, including insurance, licenses, supplies, repairs, wear and fuel.

Unless expressly set out in this Appendix “1” – Rate Schedule, no other costs are chargeable to the Town of Leader in connection with the performance of the Work.



**6. Binding Agreement:** The Town and the Contractor, intending to be legally bound, have signed this Contract.

**TOWN OF LEADER**

By: \_\_\_\_\_

Name:

Title: Mayor

By: \_\_\_\_\_

Name:

Title: CAO

**<CONTRACTOR>**

By: \_\_\_\_\_

Name:

Title:

SEAL

SEAL

*(If available)*

## **SCHEDULE “A” – SCOPE OF WORK**

### **1. Scope of Work**

[NTD: Provide a detailed description of the scope of the Work to be performed by the contractor. Any necessary drawings or maps should be attached as an exhibit and this Section should include a list of these attachments.]

### **2. Site(s) of Work**

[NTD: List the Site(s) where the Work is to be performed.]

### **3. Standards of the Work**

[NTD: Describe any standards and any other requirements applicable to the Work or the performance of the Work by the contractor. Any additional documents specifying standards should be either incorporated by reference or attached as an appendix and this Section should include a list of these attachments or documents incorporated.]

### **4. Term**

This Contract will commence on the date first written above and will continue in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. [This Contract may be renewed for an additional term of \_\_\_\_\_ at the option of the Town, on the same terms and conditions specified in this Contract. The Town may exercise its option by giving a notice in writing to the Contractor on or before \_\_\_\_\_.]

[OR]

### **Schedule**

[NTD: Describe the schedule and any important milestones or deadlines related to the Work. Any detailed schedule agreed to should be incorporated by reference or attached as an appendix and this Section should include a list of these attachments or documents incorporated.]

### **5. Related Deliverables and Work Product**

[NTD: Describe any deliverables the contractor will be required to supply in connection with the Work (i.e. manuals, drawings, documentation, third party warranties). If there are no applicable deliverables, delete this heading.]

### **6. Approved Subcontractors**

The following are the approved Subcontractors for the Divisions or Section of Work listed below.

| <u>Scope of Work</u> | <u>Subcontractor</u> |
|----------------------|----------------------|
| _____                | _____                |
| _____                | _____                |
| _____                | _____                |
| _____                | _____                |

## **SCHEDULE “B” – CONTRACT PRICE**

### **1. Contract Price**

**1.1.** The Contract Price to be paid by the Town for the complete performance of the Work is:

☐ fixed sum of \$<amount>.

-OR-

☐ time and materials properly incurred by the Contractor, payable at the rates, prices and other terms set out in the Rate Schedule attached as Appendix “1” to this Schedule “B” – Contract Price.

-OR-

☐ units of work performed by the Contractor, payable at the rates, prices and other terms set out in the Rate Schedule attached as Appendix “1” to this Schedule “B” – Contract Price.

**1.2.** If the Contract Price is to be paid on a “time and materials” basis, the Contractor’s estimate for completing the Work is set out in Appendix “2” to this Schedule “B” – Contract Price.

### **2. Invoicing**

**2.1.** The Contractor may invoice the Town of Leader:

☐ upon complete performance of the Work.

-OR-

☐ monthly, based on the value of the Work performed during the preceding month.

**2.2.** Invoices may be submitted electronically to [cao@leader.ca](mailto:cao@leader.ca). Invoices shall be accompanied by such documentation and information, including time sheets, as the Town may reasonably require in order to substantiate the Work performed to which the invoice relates.

## **APPENDIX “1” – RATE SCHEDULE**

| <b>Labour</b>     | <b>Rate</b>         |
|-------------------|---------------------|
| <Insert Position> | \$<amount> per hour |
| <Insert Position> | \$<amount> per hour |
| <Insert Position> | \$<amount> per hour |
| <Insert Position> | \$<amount> per hour |

| <b>Equipment</b>   | <b>Rate</b>         |
|--------------------|---------------------|
| <Insert Equipment> | \$<amount> per hour |
| <Insert Equipment> | \$<amount> per hour |
| <Insert Equipment> | \$<amount> per hour |
| <Insert Equipment> | \$<amount> per hour |

| <b>Materials</b>                                                                                                                      | <b>Unit Rate</b>        |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <Material>                                                                                                                            | \$<amount> per <amount> |
| <Material>                                                                                                                            | \$<amount> per <amount> |
| The rate for Materials where no “Unit Rate” is expressed above, will be the Contractor’s actual out of pocket cost, plus a markup of: | <Markup on Materials>%  |

The Contractor’s rates set out above are inclusive of:

- (a) in the case of labour rates, the cost of all payroll burdens, benefits, insurance, safety certifications, training, permits, and licenses; and
- (b) in the case of equipment rates, the cost of all insurance, licenses, shop supplies, wear and fuel.

Unless expressly set out in this Schedule “B” – Contract Price, no other costs are chargeable to the Town of Leader in connection with the Contractor’s performance of the Work.

### **Appendix “2”**

| <b>Units of Work</b>  | <b>Quantity</b> | <b>Price per Unit</b>   | <b>Extended Unit Price</b> |
|-----------------------|-----------------|-------------------------|----------------------------|
| <Description of Work> |                 | \$<amount> per <amount> |                            |
| <Description of Work> |                 | \$<amount> per <amount> |                            |
| <Description of Work> |                 | \$<amount> per <amount> |                            |

The Unit Price rates set out above are inclusive of all labour, materials, consumables, tools and equipment required to perform the Work described in the above table. Quantities specified are estimated quantities and are not actual quantities of work to be performed.



## **SCHEDULE “C” – GENERAL CONDITIONS**

### **ARTICLE 1: INTERPRETATION**

#### **1.1. Definitions**

In this Contract:

- (a) **“Change Order”** has the meaning in Section 2.7;
- (b) **“Claim”** means any claim, demand, action, cause of action, suit or proceeding;
- (c) **“Confidential Information”** means: (i) the terms and conditions of this Contract; (ii) all knowledge and information concerning the technical, commercial and business operations of the Town; (iii) any third party proprietary information in the custody and control of the Town; or (iv) any personal information as defined in The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan); which may be acquired by the Contractor in the course of negotiation or performance of this Contract;
- (d) **“Contract”** means the Repair and Maintenance Work Agreement to which these General Conditions are attached, together with: (i) all of the schedules attached hereto and all documents incorporated by reference into those schedules; and (ii) all other amendments from time to time, duly executed by the parties;
- (e) **“Contract Price”** means (i) where the Work is performed on a “fixed sum” basis, the total contract price specified for the performance of the Work in Schedule “B” – Contract Price; or (ii) where the Work is performed on a “time and materials” basis, the total contract price earned for performance of the Work, determined in accordance with Schedule “B” – Contract Price; or (iii) where the Work is performed on a “unit price” basis, the total of the unit rates payable for the performance of the Work, determined in accordance with Schedule “B” – Contract Price;
- (f) **“Contractor Equipment”** means the tools, plant, equipment and materials used for execution of the Work, but not forming part of the Work;
- (g) **“Deliverables”** means the drawings, data, operation and maintenance manuals and all other documents and data that the Contractor is required to deliver to the Town in accordance with this Contract in relation to the performance of the Work;
- (h) **“General Conditions”** means this Schedule “C” – General Conditions;
- (i) **“GST”** means the goods and services tax as provided for in the *Excise Tax Act*, or any successor or replacement Laws;
- (j) **“Laws”** means any applicable federal, provincial, or municipal law, regulation, bylaw, ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the Work or the performance of the Contractor’s obligations under this Contract and any order, decree, authorization or approval, or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing;
- (k) **“Materials”** means all materials, machinery, equipment, systems, technology, licenses, processes, accessories, supplies and parts supplied by the Contractor as part of the Work;

- (l) **“Town of Leader Personnel”** means the Town of Leader and its Mayor, Councillor, agents, officers, directors and employees, or any of them;
- (m) **“Remedial Work”** means the repair, modification, replacement, or re-performance of any Work in breach of any condition, warranty, guarantee or covenant of this Contract, including removal and reinstallation of the defective Work or replacement Work, and any other corrective measures required;
- (n) **“PST”** means the provincial sales tax as provided for in *The Provincial Sales Tax Act*, or any successor or replacement Laws;
- (o) **“Site”** means each location within the Town of Leader where the Work is to be performed as identified in Schedule “A” – Scope of Work;
- (p) **“Subcontractor”** means an individual, firm, corporation or other entity engaged directly or indirectly by the Contractor to perform any portion of the Work, including, without limitation, the furnishings of any Materials; and
- (q) **“Work”** means the carrying out, doing and supply of all things and services that are to be done or supplied by the Contractor pursuant to this Contract and the end product of such activities including, without limitation: (i) a performance of all work set out in this Contract; (ii) the supply of Deliverables and all Materials; (iii) the performance of all Remedial Work; (iv) the supply of all labour necessary for the foregoing; and (v) any part, component or portion of the foregoing.

## **1.2. Rules of Interpretation**

- 1.2.1. If there is a conflict or discrepancy between, among or within any provisions of this Contract imposing obligations of the Contractor, the more stringent requirement, specification, standard, criteria, warranty or obligation governs.
- 1.2.2. If, in the performance of the Work, the Contractor discovers any conflict, discrepancy, error or omission in Schedule “A” – Scope of Work or any other part of this Contract, the Contractor shall immediately provide written notice to the Town, requesting clarification pursuant to Section 2.5.

## **1.3. Law of the Contract**

The Laws of the Province of Saskatchewan and the Laws of Canada applicable in Saskatchewan govern the interpretation, validity and enforceability of this Contract. The Contractor agrees to submit to the jurisdiction of the courts of the Province of Saskatchewan.

## **1.4. Entire Agreement**

This Contract constitutes the entire and only agreement between the parties, and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this contract.

# **ARTICLE 2: WORK**

## **2.1. General Requirements**

The Contractor shall: (i) have complete control over the proper performance of the Work and all persons involved in the Work, including any Subcontractors, and shall be entirely responsible for

the compliance with this Contract by all such persons; (ii) be responsible for the Work satisfying the requirements set out in this Contract and in every other manner conforming with the specifications, standards, drawings, plans and all other information or data relating to the Work which are either set forth or referred to in Schedule "A" – Scope of Work; (iii) ensure that the performance of the Work at the prior written consent; and (iv) if any other contractors are performing work at the Site, co-operate with and co-ordinate its activities with the other contractors in the working area so that the work of all contractors proceeds with efficiency.

## **2.2. Quality Requirements**

The Contractor shall ensure that: (i) the Work and all Materials satisfy, in every manner, the requirements of this Contract; (ii) unless otherwise stated in this Contract, all Materials incorporated into the Work are of good quality, new and undamaged; (iii) the Work is free from defects in Materials and workmanship at the time the Work is completed; and (iv) where not otherwise expressly provided in this Contract, the Work and all workmanship is in accordance with prudent industry standards having regard to the requirements of this Contract.

## **2.3. Remedial Work**

Any Work not performed in accordance with the standards and specifications required by this Contract shall be re-performed by the Contractor at its expense.

## **2.4. Inspection of Site**

The Contractor is responsible for investigating the Site before performing the Work, and informing itself of all conditions concerning the Work, including but not limited to accessibility, general character, surface conditions, utilities, and all other conditions.

## **2.5. Additional Instructions**

The Town may provide the Contractor with additional instructions as necessary for the performance of the Work. All such additional instructions must be consistent with the general scope and intent of this Contract, and the Work must be executed in conformity with such additional instructions.

## **2.6. Changes to the Work**

The Contractor shall not make any change to the Work, regardless of the reason, without first receiving a duly executed Change Order for such change to the Work. Changes to the Work performed by the Contractor without a prior Change Order are at the Contractor's sole cost and expense and the Town is in no way liable for any claim for compensations by the Contractor or a Subcontractor relating to the change in the Work.

## **2.7. Change Order**

2.7.1. The Town and the Contractor may from time to time, acting reasonably, agree in writing to alter, omit, add to or vary the Work. Each Change Order shall specify the agreed upon: (i) scope of the change to the Work; (ii) adjustment to the Contract Price, if any; and (iii) adjustment to the schedule for completing the Work, if any.

2.7.2. Except as specifically set forth in a Change Order, a change to the Work does not affect any other warranties, guarantees or obligations of the Contractor.

## **2.8. Subcontracts**

The Contractor shall not employ any Subcontractors to perform any Work without first obtaining the Town's written consent. No subcontract by the Contractor, nor the granting of any approval or consent to subcontract by the Town, relieves the Contractor of any of its liabilities or obligations under this Contract. The Contractor shall pay when all proper invoices, claims and accounts of Subcontractors employed in connection with the Work.

## **2.9. Permits and Licenses**

Except as expressly provided elsewhere in this Contract, the Contractor shall obtain, at its expense, all necessary permits and licenses and give all necessary notifications to governmental authorities for the performance of the Work.

## **2.10. Compliance with Laws**

The Contractor shall, and shall cause all Subcontractors and personnel engaged in the performance of the Work to: (i) ensure that the Work is performed in accordance with applicable Laws; (ii) comply with all applicable Laws in performing its obligations under this Contract; and (iii) provide the Town with evidence of compliance with Laws upon request.

## **2.11. Time for Performance**

The Contractor agrees to perform the Work diligently at all times and within any timelines or schedule specified in Schedule "A" – Scope of Work.

# **ARTICLE 3: PROTECTION OF PERSONS AND PROPERTY**

## **3.1. Protection of Property**

3.1.1. The Contractor shall take all necessary precautions to protect the Town's property and the property of any other person located in, upon or about the Site from damage due to any cause related to the Work

3.1.2. If the Contractor damages the Work or the Town's property or the property of any other person in the course of performing the Work, the Contractor shall reimburse the Town for any costs reasonably incurred by the Town to make good such damage.

## **3.2. Site Policies and Procedures**

The Contractor shall, and shall cause all Subcontractors and personnel engaged in the performance of the Work at the Site to, comply with all rules, regulations and policies, as may be established and amended by the Town from time to time.

## **3.3. Occupational Safety and Health**

3.3.1. The Contractor shall have responsibility for the safety and health of all persons involved in the Work at the Site, and for compliance with occupational health and safety laws by all such persons.

3.3.2. The Contractor warrants that it is familiar with and understands the occupational health and safety Laws and hazards and potential hazards associated with the performance of the Work, and that its personnel have the training, expertise, capability, experience, and means required to provide the Work in compliance with occupational health and safety Laws. The Contractor shall be responsible for informing all persons involved in performing Work at the Site of such occupational health and safety Laws of hazards.

3.3.3. The Contractor shall take all necessary precautions to guard against any person being injured by the Work at or near the Site or by the condition of the area in which the Work is being performed at the Site.

3.3.4. The Contractor shall immediately forward to the Town a written report of every loss, damage, injury or death which may occur during the performance of the Work and arising out of the Work at or near the Site.

#### **3.4. Hazardous Materials**

The Contractor shall notify the Town in advance of any hazardous materials that it intends to bring onto the Site and provide the Town with the appropriate Material Safety Data Sheets for such materials.

### **ARTICLE 4: PAYMENT**

#### **4.1. Payment of Invoices**

4.1.1. Subject to the amount of each invoice being verified and authenticated to the Town's satisfaction, payment of all undisputed amounts of each invoice is due within 30 days after receipt of such invoice by the Town.

4.1.2. If the amount of any invoice is disputed by the Town, the Town shall give prompt notice of the disputed amount with reasons and will not delay payment of the remainder of the invoice.

4.1.3. Payment of invoices will be subject to: (i) where applicable, the holdback required by The Builder's Lien Act; (ii) the Contractor providing evidence of compliance with worker's compensation legislation; (iii) set-off holdbacks as described under Section 4.5; (iv) lien payments as contemplated under Section 5.3.2; and any other holdbacks as described under this Contract.

4.1.4. The Contractor shall pay the Subcontractors who supplied services or materials that were included in the invoice within 7 days of receipt of payment from the Town.

#### **4.2. Full Compensation**

Except as otherwise expressly stated in this Contract, the Contractor accepts the Contract Price as full compensation for everything furnished and done by the Contractor under this Contract and fulfillment of all the Contractor's obligations under this Contract.

#### **4.3. Price Inclusive**

Except for any applicable GST and PST which is required to be levied on the Contract Price, the Contract Price includes all taxes, duties, premiums, levies, contributions, assessments, freight charges, licensing fees, packing charges, insurance charges and any other charges whatsoever in connection with the Work.

#### **4.4. Taxes**

- 4.4.1. The Contractor shall: (i) comply with the *Excise Tax Act* and the *Provincial Sales Tax Act* regarding the collection and remittance of all applicable GST and PST; and (ii) promptly pay or remit to the appropriate governmental authority when due all applicable GST and PST. The Contractor shall indemnify and save harmless the Town from and against liability for all sales taxes, excise taxes, worker's compensation assessments or other charges (including interest and penalties) in relation to the performance of the Work that are payable by the Contractor to any government authority.
- 4.4.2. If the Contractor is a non-resident of Canada, the Town will retain and remit the prescribed percentage of withholding tax from the Contract Price, unless the Contractor first provides the Town with an appropriate certificated exempting the Town from remitting the prescribed withholding tax. The Contractor shall indemnify and save harmless the Town from and against all withholding taxes, penalties and interest payable pursuant to the *Income Tax Act* that relate to the performance of the Work by a non-resident of Canada.

#### **4.5. Set-off**

Despite any other provisions of this Contract, the Town may withhold, set-off or deduct from any amount otherwise payable to the Contractor under this Contract, any amount that is reasonably necessary to reimburse, indemnify or protect the Town from any loss or damage resulting from or attributable to the default by the Contractor in any obligation under this Contract, or to reimburse the Town for any amounts otherwise due and payable by the Contractor to the Town under or arising from this Contract, or from claims by third parties against the Town in respect of the Work.

### **ARTICLE 5: TITLE AND RISK OF LOSS**

#### **5.1. Title**

- 5.1.1. Subject to the Contractor's rights under *The Builder's Lien Act*, the Contractor warrants that the Town will obtain title to any Materials and all other aspects of the Work, free and clear of all liens, charges and encumbrances.
- 5.1.2. The Town shall obtain title to the Materials and all other aspects of the Work upon the earlier of: (i) payment for the Materials or other aspect of the Work by the Town in accordance with this Contract; or (ii) delivery of the Materials to the Site.

#### **5.2. Risk of Loss**

Despite the passage of title to any portion of the Work, the Contractor shall bear all the risk of loss and be responsible for all:

- (a) Materials supplied by the Contractor or its Subcontractors prior to their permanent incorporation into the Work; and
- (b) Contractor Equipment used in the performance of the Work.

### **5.3. Liens**

- 5.3.1. If the Town receives written notice of any claim of lien from or if any claim of lien should be recorded by any Subcontractor, labourer or supplier, the Contractor shall promptly cause such written notice of claim or claim of lien to be discharged and removed or make such other financial arrangements so as to fully protect the interest of the Town as the Town may approve.
- 5.3.2. The Town shall, after giving at least five (5) business days' advance notice to the Contractor of its intention to do so, be entitled to employ any monies then due or to become due to the Contractor under this Contract in order to discharge every such lien by bond or posting of other security (including security for costs), or by paying the amount claimed into court or directly to the lien claimant.
- 5.3.3. The Contractor shall indemnify the Town from any losses or expenses suffered or incurred by the Town (including disbursements and legal fees on a solicitor and their own client full indemnity basis) in connection with any liens claimed or recorded by any Subcontractor, labourer or supplier in relation to the Work.

## **ARTICLE 6: WARRANTY**

### **6.1. Warranty Repair**

- 6.1.1. If any defect or deficiency in, or failure of, the Work occurs within 12 months after completion of the Work, however caused or arising (excluding normal wear and tear or the Town's negligent maintenance or operation of the Work), the Contractor shall perform, at the Contractor's expense, all Remedial Work necessary to correct such defect, deficiency or failure.
- 6.1.2. If any defect or deficiency in, or failure of, any Remedial Work occurs within 12 months after the completion of the Remedial Work, the Contractor shall perform, at the Contractor's expense, all further Remedial Work necessary to correct such defect, deficiency or failure.
- 6.1.3. If the Contractor fails to proceed with the Remedial Work as promptly as possible after the notice from the Town and to diligently continue to perform such Remedial Work to its completion, or if the Contractor has authorized the Town to complete the Remedial Work, then the Town may, at the Contractor's expense, take all necessary steps to have the Remedial Work completed.

## **ARTICLE 7: INSURANCE COVERAGE**

### **7.1. Insurance Coverage**

The Contractor shall, without limiting its obligations or liabilities under the Contract, maintain and keep in force, at its own expense, the following insurance policies with limits not less than those stated below:

- (a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 for each occurrence, covering all amounts that the Contractor becomes legally obligated to pay as damages arising from bodily injury, death, and property damage and including product liability coverage and an endorsement for contingent employer's liability coverage of contingent liability coverage;

- (b) Automobile Liability Insurance covering owned, non-owned, and hired vehicles, with a limit of not less than \$2,000,000 for each occurrence of bodily injury, death, and property damage; and
- (c) Any other type or amounts of insurance coverage which the Contractor is required by any Laws to provide or which may be required by the Town from time to time, acting reasonably.

## **7.2. Terms of Insurance**

7.2.1. The insurance obtained by the Contractor pursuant to this Contract must be provided in accordance with the following terms and conditions:

- (a) The Contractor shall, prior to commencement of the Work and from time to time as further requested by the Town, provide the Town with a certificate of insurance evidencing that the insurance required under Section 7.1 has been obtained.
- (b) Each insurance policy shall provide that 30 days' prior written notice shall be given to the Town of any cancellation or change of such policy.
- (c) Each insurance policy shall specifically provide that the insurance is primary and non-contributing with any insurance carried by the Town.
- (d) The Contractor shall make each insurance policy available for inspection upon request by the Town.
- (e) Each insurance policy (excluding Automobile Liability Insurance) shall be endorsed to provide that the insurer will have no right of subrogation against the Town.
- (f) Each insurance policy shall be maintained from the date of commencement of the Work until at least two years after final completion of the Work.

7.2.2. The Contractor waives any Claims it may have against the Town Personnel (and indemnifies the Town Personnel against any Claims by the Contractor's personnel, suppliers, labourers and Subcontractors) arising out of any loss or damage to any Contractor Equipment used by the Contractor or is Subcontractors in connection with the Work, whether such loss or damage, injury or death, is caused in whole or in part by the Town.

## **7.3. Worker's Compensation**

The Contractor shall ensure that worker's compensation covers all workers engaged in performing the Work at the Site in accordance with *The Worker's Compensation Act, 2013*.

## **7.4. Contractor Indemnification**

The Contractor shall indemnify and hold harmless the Town Personnel from and against all liability, damage, loss, expenses or costs (including, without limitation, legal fees and disbursements on a solicitor and their own client full indemnity basis) suffered or incurred by the Town Personnel, whether in respect of losses suffered by the Town Personnel or in respect of Claims by third parties against the Town Personnel, that arise out of, result from or are attributable to: (i) the negligent acts or omissions, gross negligence, or willful, wanton or intentional misconduct of the Contractor, any Subcontractor or anyone for whose acts or omissions any of them may be liable in the performance of the Work; or (ii) a breach of this Contract by the Contractor.



## **ARTICLE 8: TERMINATION**

### **8.1. Town of Leader's Right to Terminate**

The Town of Leader may terminate this Contract by providing written notice to the Contractor, if the Contractor:

- (a) Fails to comply with any of the terms or conditions of this Contract; or
- (b) Becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, is subject to the appointment of a receiver, manager, trustee or liquidator, or has commenced dissolution, liquidation or winding up proceedings.

### **8.2. Cancellation by the Town**

The Town may at its sole option cancel this Contract at any time, without cause, by providing written notice to the Contractor. Upon such cancellation, the Town shall pay the Contractor for the Work completed, together with all actual direct expenses, charges and liabilities reasonably incurred by the Contractor as a result of such cancellation. The Town shall have no further liability to the Contractor in relation to such cancellation.

### **8.3. Contractor's Obligations on Termination or Cancellation**

Upon termination by the Town under Section 8.1 or cancellation by the Town under Section 8.2, the Contractor shall immediately deliver to the Town all components and items of the Work as they exist on the date of termination, and specifically including all Deliverables. Despite any other provision in this Contract respecting passage of title, all right, title and interest of the Contractor in the Work, as the Work exists on the effective date of termination, immediately passes to and vests in the Town.

## **ARTICLE 9: GENERAL**

### **9.1. Confidentiality**

Without the prior written consent of the Town, the Contractor shall: (i) keep all Confidential Information strictly confidential; (ii) not divulge to any third party and Confidential Information; (iii) not make any commercial use whatsoever of any Confidential Information; and (iv) only use Confidential Information solely for the Contractor's performance of this Contract.

### **9.2. Rights and Remedies**

Unless otherwise expressly provided in this Contract, each party's rights and remedies specified in this Contract are cumulative and are not exclusive of any other rights of remedies that a party may have, whether under this Contract, at law, in equity or otherwise.

### **9.3. Independent Status of the Contractor**

The Contractor is an independent contractor and not an agent or representative of the Town. Nothing contained in this Contract creates any contractual relationship between the Town and any Subcontractor nor an employment relationship between the Town and any employee of the Contractor or any Subcontractor.

### **9.4. Waiver**

No waiver by the Town of any provisions of this Contract, nor consent by the Town to any departure therefrom, shall in any event be effective unless it is signed by an officer of the Town, and then shall be effective only in the specific instance and for the purpose for which such waiver was given.

**9.5. Modification**

No revision, modification or waiver of this Contract is binding on the Town of Leader unless expressly agreed to in writing signed by an authorized representative of the Town.

**9.6. No Assignment**

This Contract may not be transferred or assigned in whole or in part by the Contractor without the prior written consent of the Town. Such consent will not relieve the Contractor of its obligations and liabilities under this Contract.

**9.7. Survival of Covenants, Representations and Warranties**

All provisions of this Contract which expressly or by their nature survive the termination of this Contract or the completion of the Work will continue in full force and effect after any termination of this Contract or completion of the Work.

**9.8. Enurement**

This Contract enures to the benefit of and is binding upon the parties and their respective successors and assigns (in the case of the Contractor, permitted assigns).