



**REQUEST FOR PROPOSALS**  
**March 2, 2023**

**FOR SUPPLY AND INSTALLATION OF AN  
INCLINED PLATFORM LIFT AT GOLDEN TICKET SPORTS CENTRE**

**CITY OF MOOSE JAW  
SASKATCHEWAN**

**CLOSING DATE:**  
**March 28, 2023 at 2:00 p.m. (Central Standard Time)**

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## INSTRUCTIONS TO PROPONENTS

### INTRODUCTION

1. The City of Moose Jaw ("The City") is inviting proposals from qualified contractors to provide the Inclined Platform Lift work set out in Schedule "A" – Work Requirements (the "Work").
2. The purpose of this Request for Proposals ("RFP") process is to select a qualified contractor to enter into a Work Agreement with The City for the performance of the Work. Further details about the Work required by The City are set out in Schedule "A" – Work Requirements.
3. **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.**

### RFP DOCUMENTS

4. The following documents are attached to and form part of this RFP:
  - Schedule "A" – Work Requirements
  - Appendix A – Site Conditions
  - Schedule "B" – Proposal Content Requirements
  - Schedule "C" – Form of Work Agreement

### INQUIRIES

5. Any inquiries concerning this RFP should be directed in writing to the following:
  - Lisa Eritz, Design & Development Technician  
City of Moose Jaw  
Phone: 306-694-4530  
E-mail: LEritz@moosejaw.ca
  - City of Moose Jaw  
228 Main Street N,  
Moose Jaw, SK S6H 3J8
6. All inquiries should be in writing and received by The City on or before March 22, 2023.
7. The City 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.
8. Proponents should refrain from contacting other employees, agents or members of Council of The City in respect of 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 City's sole discretion, result in result in disqualification.

### PROPONENT MEETING

9. The City expects to hold a **mandatory** proponent meeting on **March 15, 2023 at 11:00 a.m. (Central Standard Time) at 1599 Main Street North, Moose Jaw, Saskatchewan.**
10. For the site meeting, only prime contractors will be required to attend. Only Bidders who attend the site meeting and sign the sign-in sheet will be considered during the

awarding process.

## **SUBMISSION OF PROPOSALS**

11. One (1) electronic copy of the proposal should be submitted by email to **parksbids@moosejaw.ca** by **2:00 pm** Central Standard Time on **March 28, 2023**, and in addition to the other requirements for submission, meet the following conditions:
  - a) Subject Line to include: ATTN: Lisa Eritz, Inclined Platform Lift;
  - b) Message Body to include: Respondent Name, Company, Contact Information, Brief Description of the Project;
  - c) Submission Attachment: The submission must be in .pdf format with the Project Name and Proponent's name in the file name;
  - d) The email must be smaller than 50 MB;
  - e) And if multiple emails are required to transfer the submission, the first email must contain clear instructions on how the additional files integrate into one (1) document.

Submissions will be date and time stamped based on the date and time shown when the email is received. If multiple emails are required, the time of the final email will be used,

Facsimile submissions will not be accepted.

12. If you require additional time to submit your proposal, you should contact Lisa Eritz by e-mail to [LEritz@moosejaw.ca](mailto:LEritz@moosejaw.ca). The City may, in its sole discretion, allow additional time for proponents to submit a proposal.
13. Proposals and accompanying documentation provided to The City in response to this RFP will not be returned.

## **CONTENT OF PROPOSALS**

14. Proposals should address the items set out in Schedule "B" - Proposal Content Requirements.
15. Proponents may provide additional information beyond that requested in the RFP for The City's consideration. Any such additional information may be considered by The City in its sole discretion.
16. Proponents may be asked to submit additional information pertaining to their past experience, qualifications and such other information that The City might reasonably require.

## **COST OF PROPOSALS**

17. The City is not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with The City, making any presentations to The City in connection with their proposals, or otherwise incurred in connection with this RFP process.
18. This RFP does not create any legal obligations between The City and any proponent.

## **SCHEDULE/ SUBSTANTIAL COMPLETION**

19. The Owner requires substantial completion of the work no later than **September 29, 2023**.

## **EVALUATION PROCESS**

20. Proposals will be opened and evaluated privately.
21. In assessing proposals, The City will take into consideration the following evaluation criteria:
  - a) qualifications, experience and capacity of the proponent to provide and successfully complete the services required by The City as well as any optional services offered by the Proponent, in a timely, safe, efficient and quality manner;
  - b) proponent's overall fee proposal;
  - c) terms of the Work Agreement that the proponent is prepared to accept;
  - d) the completeness of a proponent's proposal; and
  - e) such other criteria as The City considers relevant.
22. The City has not predetermined the relative importance of the above evaluation criteria. The City expects to select the proponent that provides the best overall value, as determined by The City in its sole discretion, having regard to the evaluation criteria referred to above.
23. Proposals will be evaluated on the basis of the information provided in response to these Instructions to Proponents. In addition, in assessing the proponent's qualifications, experience and capacity, The City may also consider the following:
  - a) clarifications and/or additional information that may be supplied pursuant to requests from The City;
  - b) interviews and/or reference checks that may be conducted at The City's discretion;
  - c) previous experience of The City in working with the proponent; and
  - d) information received from any source that The City considers reliable.
24. The City may, in its sole discretion, request clarification from a proponent during the evaluation process.
25. Proponents are advised that the evaluation process is subjective in nature and The City's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a proposal is compliant with this RFP.
26. The City may short-list proponents and conduct interviews with short-listed proponents at its sole discretion. Furthermore, The City may negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the Repair and Maintenance Work Agreement terms.
27. An invitation to interview or to negotiate does not obligate The City to conclude the Repair and Maintenance Work Agreement with that proponent. The City may interview or may negotiate any aspect of any proposal with one or more proponents at any time.

28. The City will notify all unsuccessful proponents after entering into a definitive agreement with the successful proponent. Unsuccessful proponents may request a debriefing interview to obtain feedback on their proposal after receiving this notification.

## EVALUATION BREAKDOWN

Item/Description	Bid Evaluation Weighting
<b>Bid Price</b>	40
<b>Safety Plan</b>	5
<b>Documents</b> Liability Insurance, Workers' Compensation Board of Saskatchewan.	5
<b>Schedule</b> Bidder to provide schedule (point form or chart form) outlining the timeframes for construction to be undertaken. The bidder should identify durations of each aspect reflecting each phase of the construction through to the completion of the project.  Points will be awarded based upon the completeness, quality and practicality of the schedule provided.	15
<b>Proposed Team Experience</b> Provide three examples of similar projects completed by the bidder within the last ten years. Points for each project including: <ul style="list-style-type: none"> <li>- A detailed description of the project identifying similarities to this project</li> <li>- Key personnel assigned to reference project</li> <li>- Project location and completion date</li> <li>- Client or consultant name and contact information</li> </ul>	10
<b>Warranty</b> Provide manufacturer's warranty on materials performance. Provide warranty coverage to completely replace deficient work or materials, at no additional cost, should they arise within the warranty period. Provide all applicable Warranty Certificates.	15
<b>Lift Regulations</b> Submit documentation indicating compliance with regulating standards.	10

## ANTICIPATED SCHEDULE OF EVENTS

29. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by The City in its sole discretion:

- |  |   |
|--|---|
| a) RFP Released                              | <b>March 2, 2023</b>                                    |
| b) Proponent Meeting                         | <b>March 15, 2023</b>                                   |
| c) Inquiries respecting RFP                  | <b>March 22, 2023</b>                                   |
| d) Closing Date                              | <b>March 28, 2023</b>                                   |
| e) Interviews with Proponents (if necessary) | <b>March 28 – 31, 2023</b>                              |
| f) Tentative Evaluation                      | approx. <b>2 weeks</b><br>following the<br>Closing Date |
| g) Tentative Work Agreement Execution        | <b>April 30, 2023</b>                                   |

### **FORM OF AGREEMENT**

30. Any successful proponent(s) will be expected to enter into a Work Agreement based on the form of agreement attached at Schedule "C" (the "Work Agreement"), with such modifications as agreed to by The City and a chosen proponent.

### **EFFECT OF RFP**

31. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as The City signs a definitive Work Agreement with a proponent, The City does not intend to create a contractual relationship including a bid contract (either express or implied) with any proponent submitting a response to this RFP.
32. Submission of a proposal does not obligate The City to accept any proposal or to proceed further with any of the Work. Consideration of any proposal shall be in The City's sole discretion.
33. Proposals may be withdrawn or amended by proponents at any time by written notice to The City prior to The City and a proponent signing a formal contract.
34. Proponents are advised that The City is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that The City may, in its sole discretion, at any time and for any reason:
- reject any and all proposals (including, for greater certainty, the lowest cost proposal);
  - modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
  - extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
  - accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
  - discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;

- f) allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
- g) verify or seek clarification of any and all information provided pursuant to this RFP and provide proponents with an opportunity to correct any defects, informalities or irregularities in their proposal;
- h) negotiate any and all aspects of any proposal and the provisions of the Repair and Maintenance Work Agreement (including, without limitation, those provisions relating to fees and/or any scope of work) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
- i) cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
  - i. issuing a new request for proposals or other procurement document based on the same or changed specifications, scope of work, or other requirements;
  - ii. entering into sole source negotiations with any one or more of the proponents or any other person; or
  - iii. cancelling the procurement in its entirety.

## **CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS**

- 35. Proponents are expected to keep confidential all documents, data, information and other materials of The City which are provided to or obtained or accessed by a proponent in relation to this RFP, other than documents which The City places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into a Repair and Maintenance Work Agreement pursuant to this RFP, without the prior written approval of The City.
- 36. Proponents are advised that as a city, The City is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that The City may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
- 37. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) 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.**
- 38. The successful Bidder and associated winning Bid will be public information. In following the Canadian Free Trade Agreement, the following information will be disclosed publicly as per the *Owner's Purchasing Policy*:
  - a) a description of the goods or services procured;



- b) the name and address of the procuring entity;
- c) the name and address of the successful supplier;
- d) the value of the successful Bid;
- e) the date of award; and
- f) if limited tendering was used, the conditions and circumstances described in Article 513 of the Canadian Free Trade Agreement that justified its use.

#### **AGREEMENT ON INTERNATIONAL TRADE**

39. This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and the New West Partnership Agreement.

## Schedule "A" – Work Requirements

**Project Title:** Inclined Platform Lift

### **Background and Description of the Project**

The Golden Ticket Sports Centre is a multi-sport facility, with areas dedicated to basketball, volleyball, baseball, and tennis. The building includes an upper mezzanine level that features a classroom and viewing area overlooking the court. The building was originally constructed around 1968.

The facility hosts many different sporting events that draw in athletes and spectators from across the province. The installation of a lift for access to all levels will allow Golden Ticket Sports to host a wider array of sporting events and spectators catered to those with accessibility or mobility limitations.

### **Scope of the Work**

The intent of this RFP is to provide a lift at the entrance stairway that will allow users of all abilities to access services throughout all three (3) levels of the facility. Photos of the current stairway construction and a layout drawing of the space are included as "Appendix 1 – Site Conditions".

The scope of work in this project shall include:

- Installation of an inclined platform lift meeting accessibility regulations as described in **Standards of the Work**.
- Features of the lift shall include:
  - Design features shall meet or exceed the Garaventa Artira Inclined Platform Lift, or similar
  - Large platform
  - Passenger grab rail
  - Under platform obstructing sensing
  - Keyed call stations with extra keys
  - Fold down seat with seatbelt
  - Automatically folding platform if left unattended
- Three (3) call stations shall be provided, with one each on the lower level, entrance level and mezzanine level. Call stations shall be surface mounted
- The platform storage shall be available at both the mezzanine level and lower level. Storage at the mezzanine level shall be at 90° to the stairs; storage at the lower level will be in-line with the stairs.
- The drive box shall be provided at the mezzanine level, at 90° to the stairs. Dimensions of this area are included in the layout drawing.
- Bidders shall be responsible for confirming electrical supply, stability of existing handrail and stairs, and all dimensions.

The successful proponent shall give all notices and obtain all the licenses and permits required to perform the Work. Work must meet all applicable Code requirements, including the National Building Code of Canada, 2015, and the National Fire Code of Canada, 2015, the Canadian Electrical Code, and be in fair condition. The contractor shall comply with fall protection legislation. All work to be performed within the Occupational Health and Safety Act and all successive legislation.

All work performed shall be subject to inspection and shall meet the approval of the Facilities & Building Supervisor and Design & Development Technician. If the Work is not

approved, the Facilities & Buildings Supervisor or Design & Development Technician shall have the right to ask for correction.

The contractor shall adhere to the City of Moose Jaw Safety Management system.

At the conclusion of the Work, the contractor shall demonstrate that the Work is fully operational and in compliance with contract specifications and codes. The contractor shall promptly and permanently correct any deficiencies at the contractor's sole expense before final acceptance of the Work.

Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the City's satisfaction at the contractor's expense. Prior to work commencing, a plan to protect the new roofing materials shall be reviewed.

Clean-up: The contractor shall keep the site reasonable clean and neat during the execution of the Work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.

### **Site(s) of the Work**

Golden Ticket Sports Centre – 1599 Main Street North, Moose Jaw, SK

### **Standards of the Work**

Work shall comply with all applicable regulations of the National Building Code of Canada (latest edition) and CSA standard CAN/CSA B355 (latest edition) – Platform Lifts and Stair Lifts for Barrier-Free Access. Where these standards are silent, the ADA Design Guidelines shall regulate.

### **Schedule**

The City expects that this work shall be completed by September 29, 2023. The facility will be operational while this work is being completed. The successful proponent shall work with The City to coordinate work for minimal impact on facility users.

### **Related Deliverables and Work Product**

The successful proponent shall provide all warranty certificates, maintenance manuals and manufacturer's information to The City. A recommended maintenance and inspection schedule shall also be provided.

**Appendix A – Site Conditions**



Figure 1 – Entrance level

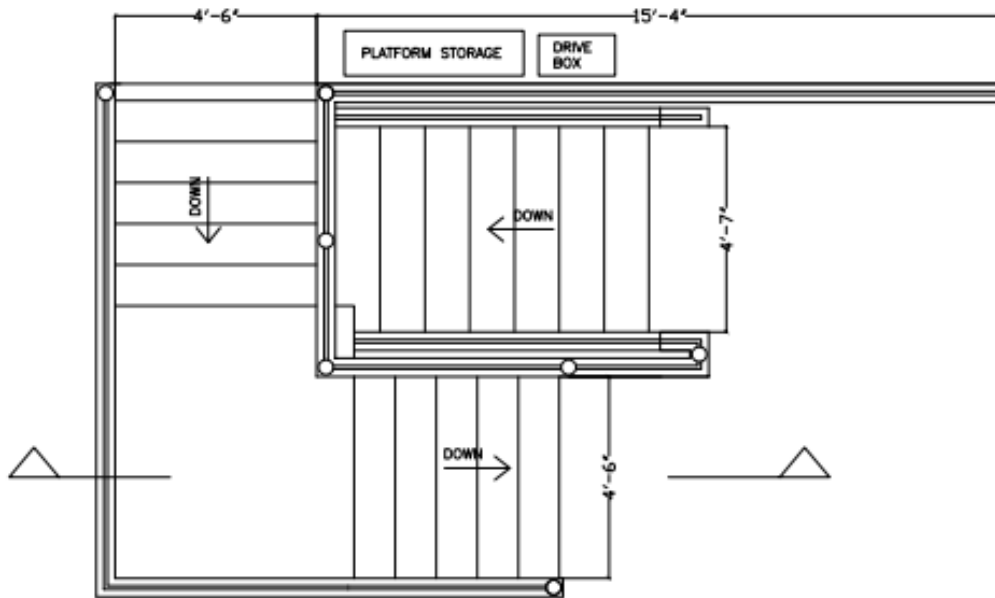


Figure 2 – Entrance level looking up

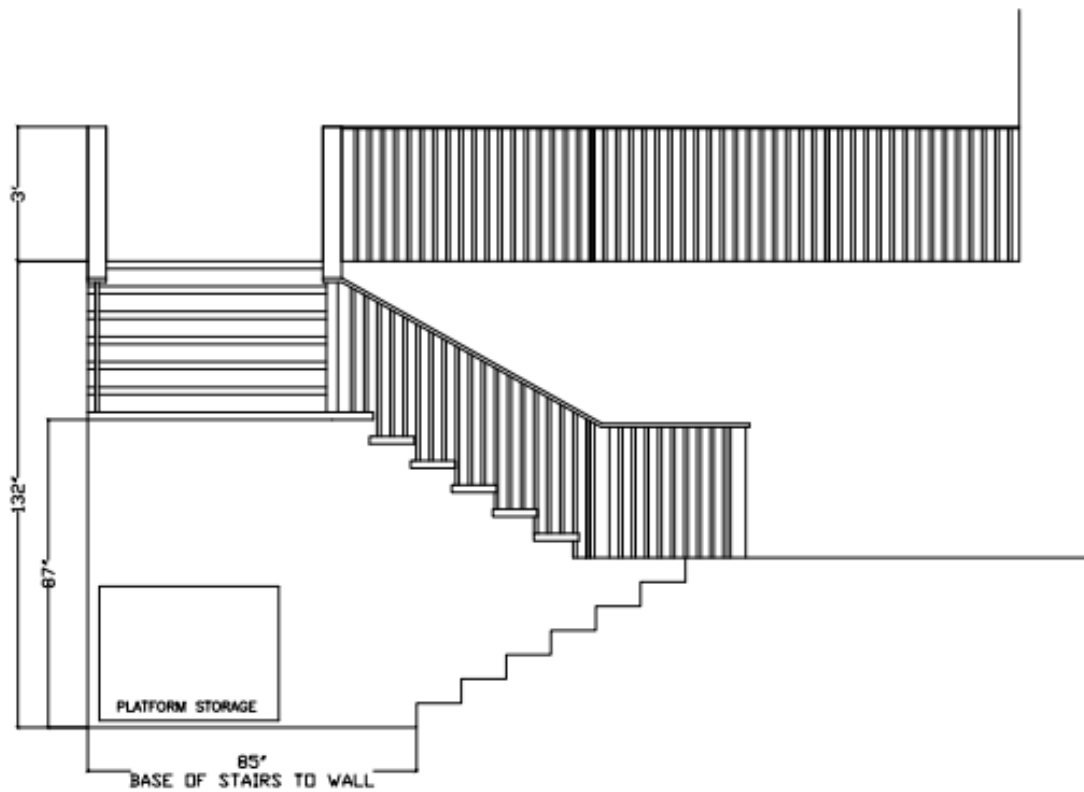


Figure 3 - Mezzanine level looking down

### GOLDEN TICKET ENTRANCE STAIRS LAYOUT DRAWING



PLAN VIEW  
NTS



SECTION  
NTS

## **Schedule "B" - Proposal Content Requirements**

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

### **Company Detail**

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

### **Relevant Experience**

2. A description of a proponent's experience in performing similar work, including two (2) references of work performed for municipalities or other government bodies or agencies in the previous five (5) years, and appropriate contact information for references.

### **Capacity**

3. The City expects that you will have sufficient resources available to meet the service requirements of The City in a timely and efficient manner. Provide a brief description of your companies' staffing resources that will be utilized to meet the service requirements of The City.
4. Identify the Site Supervisor and/or Project Manager who will be responsible for the Work and provide their resumes.
5. Provide a current clearance certificate from the Workers' Compensation Board of Saskatchewan.
6. Identify and provide a brief description of any Subcontractors you propose to engage to perform the Work.

### **Liability Insurance**

7. The City expects that you carry commercial general liability insurance and automobile insurance policies each in an amount of not less than \$5,000,000.00 per occurrence. Provide certificates of insurance outlining the amounts of commercial general liability and automobile insurance that you carry.

### **Corporate Registry**

8. The City expects the successful proponent to be a registered corporation. Provide a Certificate of Good Standing or Certificate of Status from respective provincial Corporate Registry.

### **Schedule**

9. The Work is expected to be completed by **September 29, 2023**. Provide a schedule for the performance of the Work.

#### **OR**

Proposals should include a confirmation of whether your company is capable of meeting The City's schedule for completion of the Work, as set out in this RFP.

### **Fee Proposal**

10. The City expects the Work will be performed on a "fixed sum" basis. Provide a "fixed sum" price in Canadian Dollars for the Work, exclusive of any applicable GST.

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

11. A detailed description of any exceptions or additions to the Repair and Maintenance Work Agreement should be clearly set out in a proponent's proposal. The City will assume, in the absence of any such exceptions or additions, that the proponent accepts the form of Work Agreement.

### **Conflict of Interest Disclosure**

12. Disclose any actual or potential conflicts of interest that may exist between your firm and its management, and The City, its members of Council and management, 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 City employees are ineligible to participate, directly or indirectly, with any proponent.

### **Confidentiality**

13. Proponents are advised that as a city, The City is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that The City may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
14. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) 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.**



### Schedule "C" - Bid Form & Declaration

Project Title      Inclined Platform Lift  
and  
Golden Ticket Sports Centre  
Location:          1599 Main Street North, Moose Jaw, SK

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Submitted To:    City of Moose Jaw (the "Owner")

---

We \_\_\_\_\_

(Company Name)

of \_\_\_\_\_

(Business Address)

having examined the documents to this proposal, hereby offer to enter into a contract to perform all the work required by the proposal documents for a fixed price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in Canadian Funds, which price does not include G.S.T. or P.S.T.. All prices given shall be effective at least sixty (60) days from the date of closing of the call for proposal.

**The City reserves the right to accept any proposal submitted in whole or in part or to reject any or all Proposals or to award the work in one or more contracts and to waive any irregularities.**

*Please use this form for your submission*

**DECLARATIONS:**

We hereby declare that:

we agree to perform the work in compliance with the required completion schedule in the proposal documents.

no person, firm, or corporation other than the undersigned has any interest in this Proposal or in the proposed Contract for which this tender is made;

this Proposal is open to acceptance for a period of sixty (60) days from the proposal closing date.

**SIGNATURES:**

Signed, sealed, and submitted for and on behalf of:

Company:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Street Address or Postal Box Number)

\_\_\_\_\_

(City, Province, and Postal Code)

(Apply SEAL above)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Please Print or Type)

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021

*Please use this form for your submission*

### SEPARATE PRICES

Project Title and Location:

Bid Submitted By: \_\_\_\_\_  
\_\_\_\_\_

The following are our Separate Prices for the work listed hereunder, stated as an addition (+) or a deduction (-) to our Stipulated Price.

It is understood that the following conditions apply to Separate Prices:

1. Separate Prices are **NOT** included in the Base Bid.
2. The amount to be added or deleted from the base bid price entered in Bid Form is entered for each Separate Price requested.
3. Separate Prices are open for acceptance by the Owner for the same period of time as the base bid price.
4. Each Separate Price will be evaluated by the Owner separately from the base bid price, prior to contract award.
5. The Owner may accept any of the Separate Prices in any order or combination, including all or none.
6. The Work of the contract and the Contract Price at which the contract will be awarded will reflect the Separate Prices, if any, accepted by the Owner at the time of contract award.

	Description of Separate Work	Addition	Deduction
a.	Operation on auxiliary power system		
b.	Provision of an attendant remote control		
c.	Extended Warranty (5 years)		
d.			
e.			

### SCHEDULE

We confirm that Substantial Performance shall be achieved on or before \_\_\_\_\_, 2023.

We confirm we will complete the Work in accordance with the following milestones:

Milestones	Completion dates

Provide a detailed schedule for performance of the Work, including significant milestones.

## Schedule "C" – Form of Work Agreement

(Example Agreement for information purpose only)

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

### Between:

**CITY OF MOOSE JAW**  
("The City")

-AND-

**<NAME OF CONTRACTOR>**  
(the "Contractor")

The City wishes to engage the Contractor to perform work for The City. Accordingly, The City and the Contractor agree as follows:

1. **Contract Documents:** The rights and obligations of The City and the Contractor are set forth in this Contract, which includes the following attached Schedules:

Schedule A - Scope of Work  
Schedule B - Contract Price  
Schedule C - General Conditions

All capitalized terms used in this Contract and not otherwise defined shall have the meanings given to such terms in Schedule C – General Conditions.

2. **Work:** The Contractor shall perform the Work described in the attached Schedule A – Scope of Work in accordance with this Contract.
3. **Payment:** The City agrees to pay the Contractor for the Work performed, the amounts set forth in the attached Schedule B – Contract Price, at the times and in the manner prescribed by this Contract.
4. **Counterparts:** This Contract may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail, and all the counterparts taken together constitute one and the same instrument.
5. **Notices:** All notices or other communications between the parties under this Contract shall be in writing and delivered to the address set out below:

The City:  
City of Moose Jaw  
228 Main Street N, Moose Jaw  
SK, S6H 3J8  
Attention: Cory Oakes,  
Operations Manager

Contractor:  
<insert address>  
Fax: (<area code>) <fax number>  
Attention: <name or title>

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

**CITY OF MOOSE JAW**

**[CONTRACTOR]**

By: \_\_\_\_\_  
Name:  
Title: Mayor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: City Clerk

(SEAL)

(SEAL)

## SCHEDULE A – SCOPE OF WORK

### Scope of the 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.]

### Site(s) of the Work

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

### 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.]

### Related Deliverables and Work Product

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

### Approved Subcontractors

The following are the approved Subcontractors for the Divisions or Sections 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 City for the complete performance of the Work is:

fixed sum of **<amount>**.

### 2. Invoicing

2.1 The Contractor may invoice The City:

upon complete performance of the Work.

-OR-

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

2.2 Invoices may be submitted **[email]**. Invoices shall be accompanied by such documentation and information, including time sheets, as The City may reasonably require in order to substantiate the Work performed to which the invoice relates.

2.3 The Contractor shall retain for at least two years after the completion of the Work, complete and accurate records of all of the Contractor's costs which are chargeable to The City on a reimbursable basis. The City shall have the right, at reasonable times, to inspect and audit those records for the reimbursable portion of any Work.

Unless expressly set out in this Schedule B – Contract Price and the submitted tender proposal, no other costs are chargeable to The City in connection with the Contractor's performance of the Work.



## SCHEDULE C – GENERAL CONDITIONS

### ARTICLE 1: INTERPRETATION

#### Definitions

- 1.1 In this Contract:
- 1.1.1 "**Change Order**" has the meaning given in Section 0;
  - 1.1.2 "**Claim**" means any claim, demand, action, cause of action, suit or proceeding;
  - 1.1.3 "**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 City; (iii) any third party proprietary information in the custody and control of The City; 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;
  - 1.1.4 "**Contract**" means the Work Agreement to which these General Conditions are attached, together with: (a) all of the schedules attached hereto and all documents incorporated by reference into those schedules; and (b) all other amendments from time to time, duly executed by the parties;
  - 1.1.5 "**Contract Price**" means: (a) 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 (b) 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 (c) 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;
  - 1.1.6 "**Contractor Equipment**" means the tools, plant, equipment and materials used for execution of the Work, but not forming part of the Work;
  - 1.1.7 "**Deliverables**" means the drawings, data, operation and maintenance manuals and all other documents and data that the Contractor is required to deliver to The City in accordance with this Contract in relation to the performance of the Work;
  - 1.1.8 "**General Conditions**" means this Schedule C - General Conditions;
  - 1.1.9 "**GST**" means the goods and services tax as provided for in the *Excise Tax Act* (Canada), or any successor or replacement Laws;

- 1.1.10 "**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;
- 1.1.11 "**Materials**" means all materials, machinery, equipment, systems, technology, licenses, processes, accessories, supplies and parts supplied by the Contractor as part of the Work;
- 1.1.12 "**The City Personnel**" means the City of Moose Jaw and its Mayor, Councilors, agents, officers, directors and employees, or any of them;
- 1.1.13 "**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;
- 1.1.14 "**PST**" means the provincial sales tax as provided for in *The Provincial Sales Tax Act* (Saskatchewan), or any successor or replacement Laws;
- 1.1.15 "**Site**" means each location within the City of Moose Jaw where the Work is to be performed as identified in Schedule A – Scope of Work;
- 1.1.16 "**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 furnishing of any Materials; and
- 1.1.17 "**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: (a) the performance of all work set out in this Contract; (b) the supply of Deliverables and all Materials; (d) the performance of all Remedial Work; (e) the supply of all labour necessary for the foregoing; and (f) any part, component or portion of the foregoing.

## **Rules of Interpretation**

- 1.2 If there is a conflict or discrepancy between, among or within any provisions of this Contract imposing obligations on the Contractor, the more stringent requirement, specification, standard, criteria, warranty or obligation governs.
- 1.3 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 City, requesting clarification pursuant to Section 0.

## **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.

## **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**

### **General Requirements**

The Contractor shall: (a) 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; (b) 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; (c) ensure that the performance of the Work at the Site does not interfere with The City 's ongoing operations or use of the Site, except with The City's prior written consent; and (d) 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.

### **Quality Requirements**

The Contractor shall ensure that: (a) the Work and all Materials satisfy, in every manner, the requirements of this Contract; (b) unless otherwise stated in this Contract, all Materials incorporated into the Work are of good quality, new and undamaged; (c) the Work is free from defects in Materials and workmanship at the time the Work is completed; and (d) 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.

#### **a. 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.

### **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.

### **Additional Instructions**

The City 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.

### **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 City is in no way liable for any claim for compensation by the Contractor or a Subcontractor relating to the change to the Work.

### **Change Order**

- 1.4 The City and the Contractor may from time to time, acting reasonably, agree in writing to alter, omit, add to or vary the Work subject to any limitations of The City's Purchasing Policy in effect at the time (a "**Change Order**"). Each Change Order shall specify the agreed upon: (a) scope of the change to the Work; (b) adjustment to the Contract Price, if any; and (c) adjustment to the schedule for completing the Work, if any.
- 1.5 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.

### **Subcontracts**

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

### **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.

## **Compliance with Laws**

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

## **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**

### **Protection of Property**

- i. The Contractor shall take all necessary precautions to protect The City'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.
- ii. If the Contractor damages the Work or The City's property or the property of any other person in the course of performing the Work, the Contractor shall reimburse The City for any costs reasonably incurred by The City to make good such damage.

### **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 City from time to time.

### **Occupational Safety and Health**

- 1.6 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.
- 1.7 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 or hazards.
- 1.8 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.

- 1.9 The Contractor shall immediately forward to The City 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.

### **Hazardous Materials**

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

## **ARTICLE 4: PAYMENT**

### **Payment of Invoices**

- 1.10 Subject to the amount of each invoice being verified and authenticated to The City's satisfaction, payment of all undisputed amounts of each invoice is due within 30 days after receipt of such invoice by The City.
- 1.11 If the amount of any invoice is disputed by The City, The City shall give prompt notice of the disputed amount with reasons and will not delay payment of the remainder of the invoice.
- 1.12 Payment of invoices will be subject to: (a) where applicable, the holdback required by *The Builders' Lien Act* (Saskatchewan); and (b) the Contractor providing evidence of compliance with workers' compensation legislation.

### **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.

### **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.

### **Taxes**

- 1.13 The Contractor shall: (a) comply with the *Excise Tax Act* (Canada) and the *Provincial Sales Tax Act* (Saskatchewan) regarding the collection and remittance of all applicable GST and PST; and (b) promptly pay or remit to the appropriate governmental authority when due all applicable GST and PST. The Contractor shall indemnify and save harmless The City from and against liability for all sales taxes, excise taxes, workers' compensation assessments or other charges (including late

interest and penalties) in relation to the performance of the Work that are payable by the Contractor to any governmental authority.

- 1.14 If the Contractor is a non-resident of Canada, The City will retain and remit the prescribed percentage of withholding tax from the Contract Price, unless the Contractor first provides The City with an appropriate certificate exempting The City from remitting the prescribed withholding tax. The Contractor shall indemnify and save harmless The City from and against all withholding taxes, penalties and interest payable pursuant to the *Income Tax Act* (Canada) that relate to the performance of the Work by a non-resident of Canada.

### **Set-off**

Despite any other provision of this Contract, The City 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 City 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 City for any amounts otherwise due and payable by the Contractor to The City under or arising from this Contract, or from Claims by third parties against The City in respect of the Work.

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

### **Title**

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

### **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:

1.16.1 Materials supplied by the Contractor or its Subcontractors prior to their permanent incorporation into the Work; and

1.16.2 Contractor Equipment used in the performance of the Work.

### **Liens**

- (1) If The City 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 City as The City may approve.

- (2) The City shall, after giving at least five 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.
- (3) The Contractor shall indemnify The City from any losses or expenses suffered or incurred by The City (including disbursements and legal fees on a solicitor and his 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**

### **Warranty Repair**

- 1.17 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 City'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.
- 1.18 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.
- 1.19 If the Contractor fails to proceed with the Remedial Work as promptly as possible after notice from The City and to diligently continue to perform such Remedial Work to its completion, or if the Contractor has authorized The City to complete the Remedial Work, then The City may, at the Contractor's expense, take all necessary steps to have the Remedial Work completed.

## **ARTICLE 7: INSURANCE AND INDEMNITY**

### **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:

- 1.19.1 Commercial General Liability Insurance with a limit of not less than \$5,000,000 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 or contingent liability coverage;



- 1.19.2 Automobile Liability Insurance covering owned, non-owned, and hired vehicles, with a limit of not less than \$5,000,000 for each occurrence of bodily injury, death, and property damage;
- 1.19.3 All-Risks Contractor's Equipment Insurance, covering loss or damage to Contractor Equipment owned, leased or rented by the Contractor and used in connection with the Work; and
- 1.19.4 any other types or amounts of insurance coverage which the Contractor is required by any Laws to provide or which may be required by The City from time to time, acting reasonably.

### **Terms of Insurance**

- 1.20 The insurance obtained by the Contractor pursuant to this Contract must be provided in accordance with the following terms and conditions:
  - 1.20.1 The Contractor shall, prior to commencement of the Work and from time to time as further requested by The City, provide The City with a certificate of insurance evidencing that the insurance required under Section 0 has been so obtained.
  - 1.20.2 Each insurance policy shall provide that 30 days' prior written notice shall be given to The City of any cancellation or change of such policy.
  - 1.20.3 The Contractor shall ensure that the City of Moose Jaw are included as an additional insured regarding the Contractor's operations under this Contract for the Commercial General Liability Insurance.
  - 1.20.4 Each insurance policy shall specifically provide that the insurance is primary and non-contributing with any insurance carried by The City.
  - 1.20.5 The Contractor shall make each insurance policy available for inspection upon request by The City.
  - 1.20.6 Each insurance policy (excluding Automobile Liability Insurance) shall be endorsed to provide that the insurer will have no right of subrogation against The City.
  - 1.20.7 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.
- iii. The Contractor waives any Claims it may have against the The City Personnel (and indemnifies The City 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 its Subcontractors in connection

with the Work, whether such loss or damage, injury or death, is caused in whole or in part by The City.

### **Workers' Compensation**

The Contractor shall ensure that workers' compensation covers all workers engaged in performing the Work at the Site in accordance with the *The Workers' Compensation Act, 2013* (Saskatchewan).

### **Contractor Indemnification**

The Contractor shall indemnify and hold harmless The City Personnel from and against all liability, damage, losses, expenses or costs (including, without limitation, legal fees and disbursements on a solicitor and his own client full indemnity basis) suffered or incurred by The City Personnel, whether in respect of losses suffered by The City Personnel or in respect of Claims by third parties against The City, that arise out of, result from or are attributable to: (a) 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 (b) a breach of this Contract by the Contractor.

## **ARTICLE 8: TERMINATION**

### **The City's Right to Terminate**

The City may terminate this Contract by providing written notice to the Contractor, if the Contractor:

1.20.8 fails to comply with any of the terms or conditions of this Contract, or

1.20.9 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.

### **Cancellation by The City**

The City may at its sole option cancel this Contract at any time, without cause, by providing written notice to the Contractor. Upon such cancellation, The City 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 City shall have no further liability to the Contractor in relation to such cancellation.

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

Upon termination by The City under Section 0 or cancellation by The City under Section 0, the Contractor shall immediately deliver to The City 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 City.

## **ARTICLE 9: GENERAL**

### **Confidentiality**

Without the prior written consent of The City, the Contractor shall: (a) keep all Confidential Information strictly confidential; (b) not divulge to any third party any Confidential Information; (c) not make any commercial use whatsoever of any Confidential Information; and (d) only use Confidential Information solely for the Contractor's performance of this Contract.

### **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 or remedies that a party may have, whether under this Contract, at law, in equity or otherwise.

### **Independent Status of the Contractor**

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

### **Waiver**

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

### **Modification**

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

### **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 City. Such consent will not relieve the Contractor of its obligations and liabilities under this Contract.

### **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.

### **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).

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_ (name) of \_\_\_\_\_ (place) in the Province of \_\_\_\_\_, MAKE OATH AND SAY THAT:

1. I am an officer or a director of \_\_\_\_\_, named in this document.
2. I am authorized by the corporation to execute the document without affixing a corporate seal.

SWORN BEFORE ME at the City of \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of \_\_\_\_\_, )  
this \_\_\_\_ day of \_\_\_\_\_, 2023. )

\_\_\_\_\_) Name:  
\_\_\_\_\_)

\_\_\_\_\_  
Name:  
A COMMISSIONER FOR OATHS  
For the Province of Saskatchewan  
Being a Lawyer (or)  
My Commission expires: \_\_\_\_\_

**AFFIDAVIT OF WITNESS**

I, \_\_\_\_\_ (name) of \_\_\_\_\_ (place), in the Province of \_\_\_\_\_, MAKE OATH AND SAY THAT:

1. I was personally present and did see \_\_\_\_\_ (name), of \_\_\_\_\_ (corporation name), named in the within document, who is/are personally known to me to be the person/people named therein, duly sign, seal and execute the same for the purposes named therein.
2. The said document was executed at \_\_\_\_\_ (place), in the Province of \_\_\_\_\_, and that I am the subscribing witness thereto.
3. I know the said \_\_\_\_\_ (name) of \_\_\_\_\_ (corporation name), and he/she/they are in my belief of the full age of eighteen years or more.

SWORN BEFORE ME at the City of \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of \_\_\_\_\_, )  
this \_\_\_\_ day of \_\_\_\_\_, 2023. )  
\_\_\_\_\_  
\_\_\_\_\_ ) Name:  
\_\_\_\_\_ )

\_\_\_\_\_  
Name:  
A COMMISSIONER FOR OATHS  
For the Province of Saskatchewan  
Being a Lawyer (or)  
My Commission expires: \_\_\_\_\_