



# Invitation to Tender

CITY OF KENORA

## INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders for: The garden and shrub bed maintenance contract  
Tender Number: 716-7110-26

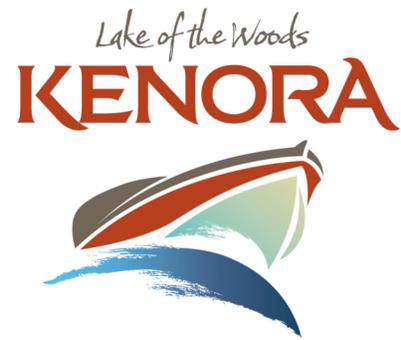
Will be received by: **City of Kenora** (the "City")

at: **1 Main Street South  
Kenora, ON P9N 3X2  
Attention: City Clerk**

Time and date for Tender Closing is:

**11:00:00 a.m. CST/CDT on March 12, 2026**

1. The work to be undertaken generally involves, but is not necessarily limited to: Garden and Shrub Bed Maintenance (the "Work") as set out on drawings and specifications.
2. The Successful Bidder shall achieve substantial performance of the Work for the Project by **October 15, 2026**.
3. The drawings and specifications for the Project can be obtained from Joseph Kurtz, Parks Maintenance Supervisor.
4. All written inquiries regarding the technical aspects of the drawings and specifications for the Work shall be emailed to [jkurtz@kenora.ca](mailto:jkurtz@kenora.ca), however the bidder(s) acknowledge and agree that the CITY does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the CITY to provide any written response to a written inquiry. Telephone inquiries will not be replied to.
5. Submission of a tender by a Bidder gives the CITY the right to require the Bidder to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (30) days following the end of the day of the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the CITY delivers a letter of intent to the Successful Bidder.



# **INSTRUCTIONS TO TENDERERS**

## **CITY OF KENORA**

2026 Garden and Shrub  
Bed Maintenance  
#716-7110-26

# INSTRUCTIONS TO TENDERERS

## 1 BACKGROUND

- 1.1 The City is seeking tenders for the supply, delivery and planting of 2000 dozen bedding plants, 12 hanging baskets, in addition to garden and shrub bed maintenance in locations shown in Appendix B.
- 1.2 The City will receive sealed tenders until 11:00:00 a.m. CST/CDT on **March 12, 2026** (“Tender Closing”). Faxed tenders will not be accepted and will be returned to the Tenderer.

## 2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the City in a sealed envelope clearly marked with the Tenderer’s name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the CITY in accordance with the Invitation to Tender and the Instructions to Tenderers at:

**City of Kenora  
1 Main Street South  
Kenora, ON P9N 3X2  
Attention: Heather Pihulak, City Clerk**

- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the CITY reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the CITY as to the compliance, or not, of the subject tender.

## 3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Harmonized Sales Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Tender Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, the CITY shall be entitled to accept a Tender in such form as the CITY in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.3 The CITY shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum

thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.

- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by Heather Pihulak, City Clerk prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the CITY in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

#### **4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 4.1 All documents submitted to the City will be subject to the protection and disclosure provisions of Ontario's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the City's custody or control. It also prohibits the City from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the City cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

#### **5 TENDER DOCUMENTS**

- 5.1 The documents for the Tender are:
- Invitation to Tender
  - Instructions to Tenderers
  - Appendix A – Scope of Work and Locations
  - Appendix B – Contract
  - Tender Form

(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

#### **6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS**

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the CITY at least 10 calendar days prior to the Tender Closing. Where necessary the CITY shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the CITY shall be the sole judge as to the intent of the Tender Documents.

- 6.3 No implied obligation of any kind by or on behalf of the CITY shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the CITY, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

## 7 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the CITY nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

## 8 TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the City and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
- 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
  - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers **and the corporate seal shall be affixed;**
  - 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
  - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
  - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.

- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

## **9 TENDER DEPOSIT – Not Used**

## **10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS – Not Used**

## **11 INSURANCE**

- 11.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.
- 11.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 11.3 The Successful Tenderer shall provide all required insurance to the CITY no later than 10 working days after receipt of a Letter of Intent from the CITY provided in accordance with Article 16.

## **12 COMMENCEMENT AND COMPLETION OF WORK**

- 12.1 The Successful Tenderer shall commence and complete the work by the dates specified in the contract.

## **13 SITE CONDITIONS**

- 13.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:
- a) the nature of the Work;
  - b) the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
  - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
  - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
  - e) the magnitude of the work required to execute and complete the Work.

- 13.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The CITY is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The CITY and the CITY's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.
- 13.3 The Tenderer's obligation to become familiar with the information described in Article 13.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the CITY nor the CITY's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the CITY, the CITY's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the CITY, the CITY's Consultants or their representatives.

#### **14 PRIME COST AND CONTINGENCY SUMS**

- 14.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Harmonized Sales Tax shall be shown as a separate amount.

#### **15 PERMITS AND INSPECTIONS**

- 15.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

#### **16 SUCCESSFUL TENDERER**

- 16.1 Award of Contract by the CITY occurs once the Tenderer receives a Letter of Intent duly executed by Joseph Kurtz, Parks Maintenance Supervisor of the CITY after Joseph Kurtz has been duly and legally authorized by the CITY to send such Letter of Intent.
- 16.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide a Certificate of Insurance unless previously provided.
- 16.3 Within 10 working days of receipt of the Contract from the CITY, the Successful Tenderer shall duly execute the Contract and return the Contract to the CITY.

#### **17. TENDER EVALUATION CRITERIA**

- 17.1 Each Tender will be evaluated on the basis of the criteria listed below and the CITY will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the CITY has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

17.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the CITY to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

<b>1. Price</b>	<b>90 points</b>
<b>2. Previous experience</b>	<b>10 points</b>
<b>Total Points</b>	<b>100 points</b>

## **18 WORKERS' COMPENSATION**

18.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Ontario. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.

18.2 The Tenderers who do not have an account with the Workers' Compensation Board- Ontario shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.

18.3 If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that

18.3.1 the CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and

18.3.2 the Deeming Order states that all of the Tenderer's employees, directors, proprietors, partners or employees are deemed to be CITY employees for the purposes of the WCB Act while performing work for the CITY; and

18.3.3 the effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for the CITY under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.

18.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.

18.5 The CITY may reject any Tender which fails to comply with the provisions set out in Article 18.

## **19 REGISTRATION**

19.1 Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Ontario and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the CITY to forthwith terminate the Contract without compensation.

## **20 TENDERS EXCEEDING BUDGET**

- 20.1 In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount the CITY has budgeted for the Work, the CITY may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the CITY, has submitted the most advantageous Tender.
- 20.2 Each Tenderer acknowledges and agrees that the CITY has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the CITY, that the CITY has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.
- 20.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the CITY may pursue under Article 20.1 and 20.2 herein.
- 20.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the CITY negotiates with the Tenderer who has submitted the Tender considered most advantageous to the CITY:
- 20.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;
  - 20.4.2 In particular, the CITY's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and
  - 20.4.3 The CITY will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the Work.

## **21 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT – Not Used.**

## **22 CANADIAN FREE TRADE AGREEMENT**

- 22.1 The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Tender.

## **23 ACCEPTANCE OR REJECTION OF TENDERS**

- 23.1 As it is the purpose of the CITY to obtain the Tender most suitable and most advantageous to the interests of the CITY, and notwithstanding anything else contained within the Tender Documents, the CITY reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which
- a) is incomplete, obscure, irregular or unrealistic;
  - b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
  - c) has erasures or corrections;
  - d) omits a price on any one or more items in the Tender;
  - e) fails to complete the information required in the Tender;

f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the CITY's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the CITY's unfettered assessment of its best interest, which includes the CITY's unfettered assessment as to a Tenderer's past work performance for the CITY or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the CITY's desire to reduce the number of different contractors on the location of the Work at any given time. The CITY reserves the right to negotiate after Tender Closing time with the Tenderer that the CITY deems has provided the most advantageous Tender; in no event will the CITY be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the CITY shall incur no liability to any other Tenderers as a result of such negotiation or modification.

## **24 LAW AND FORUM OF TENDER**

24.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Ontario and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Ontario and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

## **25 ACCEPTANCE PERIOD**

25.1 The Tender shall be irrevocable and open for acceptance by the City for the period of time contained in the Invitation to Tender, namely, thirty (30) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

## APPENDIX A – SCOPE OF WORK AND LOCATIONS

### 1. GENERAL SPECIFICATIONS:

#### 1.1 WORKS

The undersigned hereby submits the following Tender and, if accepted, agrees to supply all labour, bedding plants, materials (except those specified as supplied by the City), equipment and services necessary for the execution and completion to the City’s satisfaction the work as shown in the Agreement or herein specified and further agree to complete all for the consideration specified.

The Contractor will maintain the defined areas including flower beds, shrubbery, and trees for the period from April 15 to October 15, 2026 and agrees to:

- A) Rake and remove dead grass, weeds, and flowers from the areas (garden & shrub beds) before planting of flowers and/or shrubs. Perennials and shrubs are trimmed and in good condition and weeded regularly. With prior approval and inspection from the City of Kenora, dead or damaged shrubs may be replaced by the contractor or the City of Kenora. Weed control guidelines are listed in the chart below with the expected level of service as indicated on the location sheets.

Maintenance Level	Guideline
High	Weeds are not permitted to grow larger than 25 mm in width. All weeds shall be removed when observed. The ability to perform mechanical weed control must be present during each visit. Weeds to be removed prior to flowering, potential seed distribution or substantial root growth.
Medium	Weeds are not permitted to grow larger than 50 mm in width. All weeds shall be removed or killed when observed or at the next regularly scheduled visit (within two weeks). The ability to perform mechanical weed control must be present during every second visit. Weeds to be removed prior to flowering, potential seed distribution or substantial root growth. Weeding shall be performed when isolated* small weeds patches have a width of 150 mm. Mechanical weeding shall remove or kill 90% of weeds or the process shall be repeated within the next two site visits.
Low	Weeding shall be performed when isolated* weedy patches have achieved a width of 300 mm. Mechanical weeding shall remove or kill 75% of weeds or the process shall be repeated within one month. The spread of weeds and especially noxious weeds to adjacent areas shall be prevented. The height and spread of any existing weeds shall be controlled to prevent interference with any outdoor activities.

\* Note: “isolated” means a weed distribution no greater than two patches per 5 m<sup>2</sup>.

- B) Rotor-till and/or dig by hand, in the spring all gardens before planting flowers or shrubs and apply a slow-release granular fertilizer. Amount applicable to the size of the garden. Apply new soil (supplied by the City) as required with pre-approval from the City of Kenora. Till before planting in June.

- C) Flowers should be mature and ready for planting by June 1<sup>st</sup>. Plant flowers and shrubs early in June with planting to be completed by June 12<sup>th</sup> (weather dependent). Two thousand (2,000) dozen flowers (24,000 total) to be supplied by the Contractor. Total flowers to consist of 98% annuals and 2% of total cost of flowers to consist of Perennials, grasses & other decorative plants (e.g. decorative cabbage etc.). The annuals can be designated to a specific area or garden, upon City of Kenora approval. It is the responsibility of the Contractor to provide acceptable flower arrangements and in locations identified in this contract, as approved by the City of Kenora.
- D) The supply, installation, and maintenance of twelve (12) hanging baskets (plantings in baskets to be pre-approved by City) along the Greenbelt area. The maintenance includes daily watering, dead heading and fertilizing as required.
- E) Contractor must include for the Supply of 30 cubic yards of organic mulch for topping up and replacing at various beds as required with the intent of providing fresh mulch to all shrub beds. One yard of mulch covers approximately 100 sq. ft. if applied at 3" deep (standard depth).
- F) A detailed report on all plants planted (including numbers and areas planted) to be submitted to the City of Kenora's Parks Supervisor two weeks after planting.
- G) Water flower beds daily or as required. Weed flowerbeds and shrub beds weekly or as required. Prune shrubbery in the spring or in the fall as required.
- H) At all gardens, ensure water-soluble fertilization is done every two weeks. Deadheading to be done weekly or as required.
- I) The following Pest Management best practices are to be used. The City of Kenora's approach to pest control utilizes regular monitoring. This approach employs physical, mechanical and cultural treatments to keep pest numbers low enough to prevent unacceptable damage or annoyance to properties. The least disruptive treatments to natural controls and least hazardous to human health and the environment will be exhausted. The City of Kenora does not use any chemical treatments. Any and all approaches to be pre-approved, in writing, by the Parks Supervisor.
- J) All refuse, garbage and garden waste from those areas pertaining to the shrub and garden beds is to be brought to the Waste Transfer Facility and tipping fees will be the responsibility of the Contractor.
- K) Remove annuals from flowerbeds by October 15<sup>th</sup> and till gardens.
- L) It is the Contractor's responsibility to replace any flowers which are damaged due to theft and / or vandalism as well as natural causes like Deer, frost, flooding etc. up to 2% of the 2,000 dozen flowers.

2. **LOCATIONS AND AREAS:** (see attached Appendix B and map for breakdown of locations, shrub beds, flower beds, planters, tree wells and water sources).

Location maps indicate location of existing flower beds, above ground planter locations, tree wells, shrub beds and mixed beds

Planters - Keewatin / Keewatin Medical Centre  
Keewatin Central Park  
Beatty Park  
Discovery Centre  
McLeod Park  
Harbourfront  
Greenbelt  
Lake of the Woods Museum, Art's Centre and Memorial Park  
Kenora Public Library  
Anicinabe Park  
Kenora Recreation Centre  
Planters – Veteran's Drive  
City Hall  
Roundabout - Harbourfront

All efforts have been made to indicate location of above noted flower beds, above ground planter locations, tree wells, shrub beds and mixed beds. Any error or omissions must be communicated between the successful bidder and the City during the contract.

**\*Please Note: Watering is the responsibility of the Contractor if there is not a water source available or if the water source is not functional (eg. in need of repair).**

### Keewatin - Planters



● - Above Ground Planters (5)

- Weeding Maintenance Level: Medium

### Keewatin - Medical Centre/Library

● - Above Ground Planters (5)

- Weeding Maintenance Level: Medium



## Keewatin Central Park

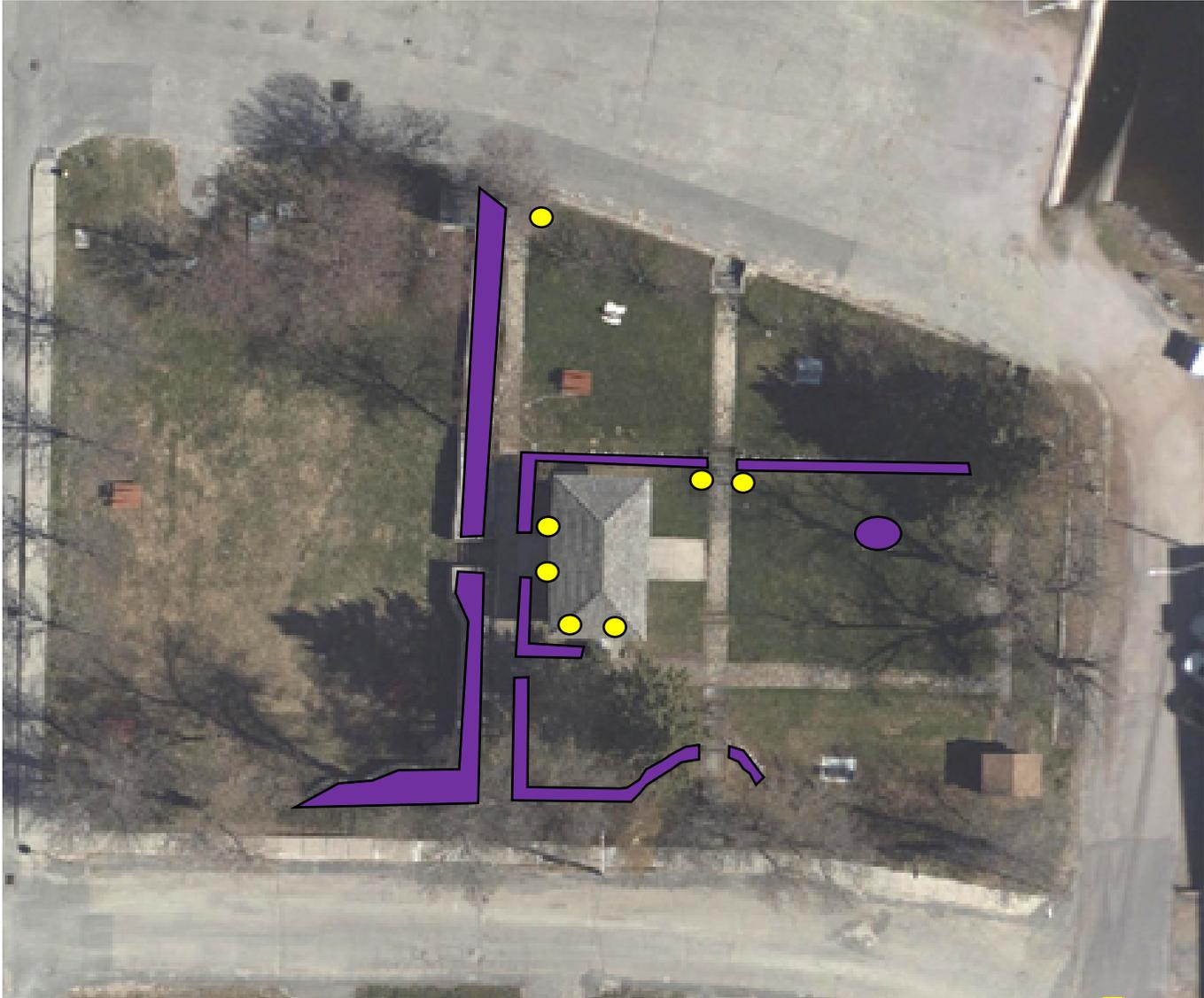


● - Above Ground Planters (5)

- Weeding Maintenance Level: Medium

\*No Water Onsite.

## Beatty Park



 - Above Ground Planter (6)

 - Flower Bed 820 sq. ft.

**Weeding Maintenance Level: High**

**\*Sprinkler/Outdoor Tap Onsite**

## Discover Centre



 - Shrub Beds: 1,212 sq. ft.

 - Flower Bed: 84 sq. ft.

**Weeding Maintenance Level: High**

**\*Outdoor Tap Onsite**

## McLeod Park



● - Shrub Beds: 1,348 sq. ft.

■ - Flower Bed: 4,198 sq. ft.

**Weeding Maintenance Level: High**

**\*Sprinklers / Outdoor Tap Onsite**

## Harbourfront



 - Shrub Beds (3): 910 sq. ft.

 - Flower Bed: 125 sq. ft.

 - Above Ground Planters (6)

Weeding Maintenance Level: High

\*Sprinklers / Outdoor Tap Onsite

## Harbourfront Continued



 - Shrub Beds (7): 2,895 sq. ft.

 - Flower Bed (5): 1,716 sq. ft.

**Weeding Maintenance Level: High**

**\*Sprinklers / Outdoor Tap Onsite**

## Greenbelt (Supply, Installation, & Maintenance of 12 Hanging Baskets)



● - Hanging Baskets (12)

Weeding Maintenance Level: High

\*No Water Source

Lake of the Woods Museum



● - Shrub Beds (2): 430 sq. ft.

■ - Flower Bed (2): 272 sq. ft.

Weeding Maintenance Level: High

\*Outdoor Tap Onsite

## Kenora Library



● - Above Ground Planter (2)

**Weeding Maintenance Level: High**

**\*No Outdoor Water Source**

## Anicinabe Park



 - Above Ground Planter (6)

 - Mixed Bed: 300 sq. ft.

**Weeding Maintenance Level: High**

**\*Outdoor tap on site.**

**Moncrief Construction Recreation Centre**



 - Flower Bed (1): 274 sq. ft.

**Weeding Maintenance Level: High**

**\*Indoor Water Access**

## Veteran's Drive Planters

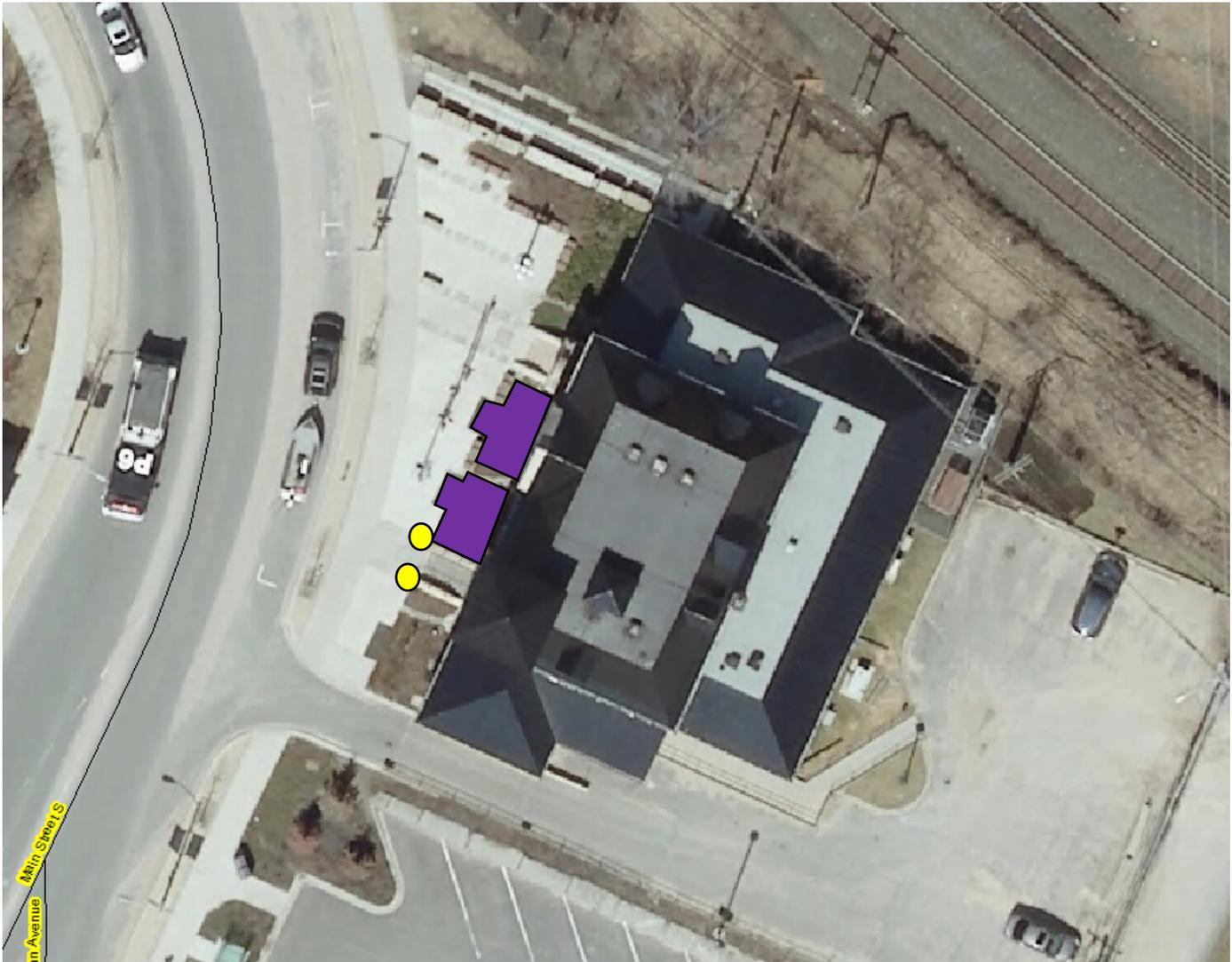


● -Above Ground Planter (10)

**Weeding Maintenance Level: Medium**

**\*Outdoor tap onsite.**

## City Hall



 - Flower Bed: 377 sq. ft.

 - Above Ground Planters (2)

**Weeding Maintenance Level: High**

**\*Sprinklers / Outdoor Tap Onsite**

### Roundabout (Harbourfront)



 - Mixed Bed: 2,010 sq. ft.

Weeding Maintenance Level: High

\*Sprinkler

**APPENDIX B – CONTRACT**

**THIS AGREEMENT** dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Agreement**”).

**BETWEEN:**

**CITY OF KENORA**

1 Main Street South  
Kenora, ON P9N 3X2

Telephone: 807-467-2044  
Fax:  
Email: jkurtz@kenora.ca

Attention: Joseph Kurtz  
(the “**City**”)

**(NAME OF CONTRACTOR)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Attention: \_\_\_\_\_  
(the “**Contractor**”)

**SERVICES AGREEMENT**

**NOW THEREFORE** this Agreement witnesses that in consideration of the premises and the covenants herein contained, the City and the Contractor covenant and agree each with the other as follows:

**Services.** The Contractor shall provide the following services (the “**Services**”) upon the terms and conditions contained within this Agreement and in the attached Schedule.

**Commencement Date:** \_\_\_\_\_

**Completion Date:** \_\_\_\_\_

**Description of Services:** Supply, delivery and planting of 2000 dozen bedding plants, 12 hanging baskets, in addition to garden and shrub bed maintenance in locations shown in Appendix A.

**Payment** – The City shall pay the Contractor the following amounts for the Contractor’s delivery of the Services as follows, plus any applicable HST thereon (the “**Payment**”):

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF KENORA**

**[NAME OF CONTRACTOR]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## GENERAL TERMS & CONDITIONS

### ARTICLE I – SERVICES

**1.01 Performance of Work.** All work done in performing the Services under this Agreement shall:

- (a) commence the Services on the commencement date and complete the Services on the completion date
- (b) be performed by the Contractor, exercising the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement, and otherwise in accordance with the provisions of this Agreement .
- (c) be supervised by competent and qualified personnel;
- (d) be performed in accordance with the City’s directions and to the City’s satisfaction;
- (e) comply with the requirements of this Agreement; and
- (f) be documented according to the City’s requirements.

All work done in performance of the Services shall be subject to such review as the City considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by the City and shall require appropriate correction by the Contractor. No such review by the City shall relieve the Contractor from the performance of its obligations hereunder.

**1.02 Warranty of Contractor.** The Contractor represents and warrants to the City:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;
- (b) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

**1.03 Permits and Licenses.** The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

**1.04 Provision of Supplies:** The Contractor shall be responsible for the provision of all supplies and equipment required to perform the Services.

### ARTICLE II- PERSONNEL

**2.01 No Substitution.** If specific personnel are designated by this Agreement to perform the Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the City. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the City.

**2.02 No Subcontractors.** The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the City (which may be arbitrarily withheld) and on terms and conditions satisfactory to the City in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

**2.03 Removal of Personnel.** The Contractor shall forthwith remove from the City’s premises and from performance of the Services any officer, personnel, agent or subcontractor who is for any reason unsatisfactory to the City including, without limitation, any such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the City or in the opinion of the Contractor, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services; or
- (c) removes any property not belonging to the Contractor, its officers or personnel or any agent or subcontractor, as the case may be, from the City premises without the prior written consent of the City,

Any costs or expenses associated with removal of any such officer, personnel, agent or subcontractor shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the City.

**2.04 Compliance with Policies.** The Contractor shall ensure that its personnel and agents and subcontractors, when using the City’s premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

**2.05 Safety.** The Contractor shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Contractor or its personnel, agents or subcontractors while on the City premises. The City shall not be responsible for any personal property, tools or equipment that the Contractor or its personnel, agents or subcontractors may bring onto the City premises.

### ARTICLE III- PAYMENT

**3.01 Invoice.** On the first day of each calendar month following the Commencement Date, an invoice shall be submitted to the City by the Contractor in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:

- (a) refer to the purchase order number;
- (b) identify as separate items any tax separately chargeable to the City (in addition to the Payments) but only as specified and provided for in Special Terms & Conditions; and
- (c) identify the applicable monthly rate and a description of the Services performed in that regard.

**3.02 Payment.** Subject to the verification of each invoice by the City and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the City), the City shall pay the Contractor the amount of each invoice within thirty (30) days of receipt of same.

**3.03 Excess Payments.** The City shall not pay any amount exceeding the amounts contemplated within the Special Terms & Conditions, or make any payment for any work done by the Contractor after the Completion Date, unless prior written authorization has been obtained by the Contractor from the City.

**3.04 Taxes.** All customs duties, excise taxes (including HST), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel and other expenses of the Contractor are included within the Payments, unless expressly stated otherwise in the Special Terms & Conditions.

**3.05 No Payment for Costs, Expenses or Damages.** The City shall not be required to make any payment to the Contractor under this Agreement for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of the City, the Contractor is responsible.

**3.06 Performance upon Failure of Contractor.** Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under this Agreement the City may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the City in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The City may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the City to the Contractor, provided that such action shall not be deemed a waiver of any action that the City may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

**3.07 Records.** The Contractor shall keep and maintain, at its principal place of business in Ontario, or at such other location as may be agreed by the City, adequate and complete records from which any fees, costs, charges or other amounts payable by the City to the Contractor may be readily and accurately determined and verified for each calendar month during the Term of this Agreement. The Contractor shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

**3.08 Access to Records.** Such records shall be open to inspection by the City, or its agents, during the Contractor's regular business hours. The Contractor shall be required to retain such records for a period of seven (7) years following expiration or termination of this Agreement.

**3.09 Acceptance is Not Waiver.** The acceptance by the City, from time to time, of any statement of fees, costs, charges or other amounts delivered by the Contractor or any payment of such amounts based thereon shall not be deemed to be a waiver by the City of any of the Contractor's obligations or the City's rights under this Agreement. However, if the City has not caused an audit or inspection of the Contractor's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the City and the Contractor agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

#### ARTICLE IV – TERMINATION

**4.01 Termination for Convenience.** This Agreement may be terminated at any time, with or without cause, by either party providing written notice to the other party at least thirty (30) days prior to the termination date specified in the notice. Alternatively, the City may terminate this Agreement upon shorter notice, subject to payment of normally anticipated Payments under this Agreement during the required notice period set forth above

**4.02 Termination for Default.** Without restricting the provisions respecting termination for convenience, the City may forthwith terminate this Agreement by providing written notice of termination to the Contractor, without prejudice to any other right or remedy the City may have, if the Contractor at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
  - (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course;
- such termination to be effective on the date such notice of termination is received.

**4.03 Payment upon Termination.** The City shall, in the event of termination of this Agreement, other than pursuant to Section 4.01(a) of this Schedule, pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, less any amounts which may be owing by the Contractor to the City as provided for hereunder. The City shall have no further liability of any nature whatsoever to the Contractor for any losses or damages suffered or sustained, either directly or

indirectly, by the Contractor including, without limitation, loss of profit, as a result of the termination of this Agreement.

**4.04 Survival of Obligations.** Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

#### ARTICLE V - INDEMNITY AND INSURANCE

**5.01 Indemnity.** Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

(a) be liable to the City, its directors, officials, insurers, servants, agents, personnel, successors, assigns and representatives of any kind for any and all losses, costs, fees, fines, damages and expenses (including, but not limited to, costs on a solicitor and his own client full indemnity basis) which the City or such persons may pay or incur;

(b) indemnify and hold harmless the City, its councillors, officials, insurers, servants, agents, personnel, successors, assigns and representatives of any kind from and against any and all liabilities, claims, suits or actions which may be brought or made against the City or such persons;

as a result of or in connection with:

(c) the performance of the Services; or

(d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or

(e) any breach of confidentiality on the part of the Contractor or its officers or personnel, or any agent or subcontractor or their respective personnel; or

(f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services.

**5.02 Insurance.** The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Ontario, the following insurance:

(a) comprehensive general liability insurance in respect to the Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Five Million (\$5,000,000.00) Dollars per occurrence, with the City named as an additional insured with respect to the performance of the Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the City upon any cancellation or material change in coverage;

(b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Services, to full replacement value;

(c) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Services); and

(d) coverage for such other risks against which a prudent contractor providing similar services might reasonably be expected to insure in respect of which coverage is available, as well as any other insurance of such type and amount and increased minimum insurance limits as may reasonably be required by the City.

**5.03 Placement of Insurance.** The above insurance shall be in a form and with insurers acceptable to the City.

**5.04 Waiver of Subrogation.** All policies of insurance required under this Agreement will, to the extent generally available and as applicable, provide for a waiver of subrogation.

#### ARTICLE VI – General

**6.01 Assignment.** The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be arbitrarily withheld. Upon any transfer or assignment by the City of this Agreement, the City shall be released from its obligations hereunder. The City may assign this Agreement in whole or in part to any person in the City's sole discretion without notice to the Contractor.

**6.02 Waiver.** The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the City of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the City.

**6.03 Statutory Reference.** Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

**6.04 Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

**6.05 No Agency.** Nothing in this Agreement, nor in any acts of the City and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the City and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

**6.06 Whole Agreement.** The provisions of this Agreement constitutes the entire agreement between the parties and supersedes

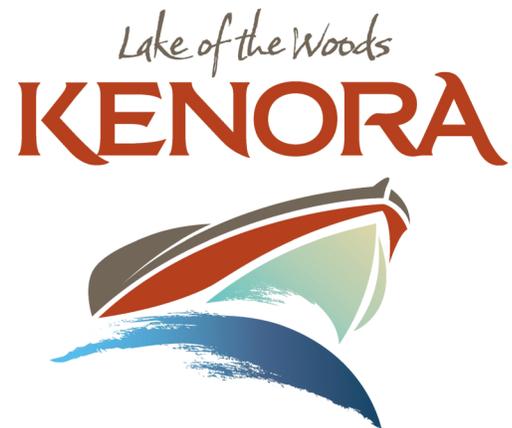
any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

**6.07 Partial Invalidity.** If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

**6.08 Time of Essence.** Time shall be of the essence of this Agreement.

**6.09 Expiration of Time.** In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in Ontario, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in Ontario.

**6.10 Governing Law.** This Agreement shall be governed by the laws in force in the Province of Ontario and the courts of Province of Ontario shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.



# **TENDER FORM**

**CITY OF KENORA**

**2026 Garden and Shrub Bed Maintenance**

**#716-7110-26**

## TENDER FORM

Tender Number: 716-7110-26  
 Tender Title: 2026 Garden and Shrub Bed Maintenance

We, \_\_\_\_\_  
 (Company)

of \_\_\_\_\_  
 (Business Address)

having examined the Tender Documents as issued by: the City of Kenora (the “City”), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

Location	MATERIAL	LABOUR	TOTAL
<b>Planters – Keewatin / Keewatin Medical Clinic</b>			
<b>Keewatin Central Park</b>			
<b>Beatty Park</b>			
<b>Discovery Centre</b>			
<b>McLeod Park</b>			
<b>Harbourfront</b>			
<b>Greenbelt – Supply, Installation, &amp; Maintenance of 12 Hanging Baskets</b>			
<b>Lake of the Woods Museum</b>			
<b>Kenora Public Library</b>			
<b>Anicinabe Park</b>			
<b>Moncrief Construction Sports Centre</b>			
<b>Veteran’s Drive – Planters</b>			
<b>City Hall</b>			
<b>Roundabout (Harbourfront)</b>			
<b>SUB-TOTAL</b>			

- 1. Sub-Total (excluding GST) \$ \_\_\_\_\_
- 2. GST \$ \_\_\_\_\_
- 3. Total \$ \_\_\_\_\_

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

**Appendices to Tender Form:**

The information required by the Instructions to Tenderers is provided in the attached Appendices and forms an integral part of this Tender.

Appendix A – Scope of Work and Location

Appendix B - Contract

**Declarations:**

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) we hereby acknowledge and confirm that the City has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (d) this Tender is open to acceptance for a period of sixty (30) days from the date of Tender Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

**(Apply SEAL above)**

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

Name & Title: \_\_\_\_\_  
(Please Print or Type)

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_