

# Invitation to Tender

CITY OF KENORA

## **INVITATION TO TENDER / ADVERTISEMENT**

Sealed Tenders for: Moncrief Construction Sports Centre Janitorial Services (2026)

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 on January 8, 2026  
(the "Tender Closing")

1. The work to be undertaken generally involves but is not necessarily limited to the provision of regular janitorial services at the Moncrief Construction Sports Centre (the "Work") as set out in the attached Instructions to Tenderers and Appendices.
2. The documents for the work can be obtained from MERX, the City of Kenora Website, or the reception desk at city hall located at 1 Main Street S, Kenora, Ontario.
3. All written inquiries regarding the Work shall be emailed to Andrew Smith, General Manager of Recreation and Culture at [asmith@kenora.ca](mailto:asmith@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.
4. 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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (60) days following the end of the day of the Tender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**

## **INSTRUCTIONS TO TENDERERS**

### **1 BACKGROUND**

- 1.1 The City of Kenora (the "CITY") is seeking tenders for the provision of regular janitorial services at the Moncrief Construction Sports Centre (the "Work") as more particularly set out in Appendix "A" attached to these Instructions to Tenderers.
- 1.2 The CITY will receive sealed tenders until 11:00:00 a.m. CST on **January 8, 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 nature, or whether the Tender is noncompliant in a trivial 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 of the CITY 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
- Schedule 1 to Appendix A – Moncrief Construction Sports Centre Service Requirements
- Appendix B – Bid Form
- Appendix C – Undertaking to Comply
- Appendix D – Health & Safety Policy
- Appendix E – Contractor Safety Program
- Appendix F – Draft Fee for Service Agreement

(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 supersede 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**

9.1 Not used.

## **10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS**

10.1 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 the Work on February 1, 2026 and shall complete the Work by December 31, 2028.

12.2 The Owner may, at its sole discretion, extend the term of the contract for one additional year upon providing written notice to the Successful Tenderer. All terms, conditions, and pricing shall remain in effect during the extension period unless otherwise agreed to in writing by both parties.

- 12.3 The Successful Tenderer shall confirm acceptance of the one year extension in writing within the timeframe specified by the Owner. Failure to provide written acceptance will result in the contract expiring on the original completion date.

### **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 the contract from the CITY for execution.
- 16.2 The Successful Tenderer shall provide a Certificate of Insurance.
- 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>Price</b>	<b>20 points</b>
<b>Management Experience</b>	<b>30 points</b>
<b><u>Relevant Experience</u></b>	<b><u>50 points</u></b>
<b>Total</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**

21.1 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, sixty (60) 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.



City of Kenora

## Appendix A Scope of Work

## **SCOPE OF WORK**

### **1. GENERAL SPECIFICATIONS**

- 1.1 The undersigned hereby submits the following Tender and, if accepted, agrees to supply all labour, materials, equipment, services and transportation 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 considerations specified.
- 1.2 To help ensure that Building Janitorial Services are properly completed, The City of Kenora will:
  - 1.2.1 Periodically inspect the work of staff for quantity, quality, and completeness and document the results; and
  - 1.2.2 Conduct surveys to determine the satisfaction of users with the services provided.
- 1.3 Contractors must propose a work plan to accomplish the services required under Schedule 1. The plan should include the number of personnel used to execute the contract, the time when personnel will report to perform the services, and the estimated time it will take to complete the services on a daily, twice weekly, weekly, monthly, and quarterly basis.
- 1.4 The Contractor must include an outline of the type of equipment they intend to use, and the proposed work plan must indicate that there are sufficient personnel and equipment to provide the minimum requirements established under Schedule .
- 1.5 The City of Kenora requires that the successful contractor secure all windows, doors, and check all security alarms prior to leaving each premise, and re-engage if required. Violation of this responsibility may lead to immediate termination of the contract.
- 1.6 The Contractor shall adhere to all specifications and conditions listed in each schedule and appendix of this document.

### **2. JANITORIAL SERVICES SPECIFICATIONS**

- 2.1 The work of the Contract consists of the furnishing of all labour, materials and equipment services and transportation required for the day-to-day maintenance of clean and sanitary conditions. This includes, but is not limited to:
  - 2.1.1 Scrubbing machines
  - 2.1.2 Buffers
  - 2.1.3 Vacuum cleaners
  - 2.1.4 Carpet cleaners
  - 2.1.5 Clean dust mops
  - 2.1.6 Clean brooms
  - 2.1.7 Clean wet mops

- 2.1.8 Clean rags
- 2.1.9 Clean brushes.
- 2.2 The work shall be done in accordance with these specifications using the best techniques of the trade in the frequencies given in the attached schedules for each facility so as to comply with the inspection standards which form a part of these specifications.
- 2.3 Health and Safety:
  - 2.3.1 Waxes, floor finishes, polishes and cleaning materials are to be stored safely until ready to be used.
  - 2.3.2 Janitorial rooms and storage closets must be kept clean, neat and tidy at all times.
  - 2.3.3 All cleaning rags must be kept and stored properly.
  - 2.3.4 All waxes, polishing oils, etc. must be kept tightly sealed and stored properly.
  - 2.3.5 All smoking is prohibited in the buildings.
  - 2.3.6 Mops, and cleaning cloths must be cleaned and sanitized on a regular basis
  - 2.3.7 Mops must be replaced as required
- 2.4 Materials
  - 2.4.1 All cleaning materials and supplies must be of a quality satisfactory to the Recreational Facilities Supervisor.
  - 2.4.2 The City of Kenora will provide the cleaning products (not including cleaning supplies) to be used at the Moncrief Construction Sports Centre.
  - 2.4.3 The contractor shall replenish products in dispensers and in washrooms in accordance with Schedules 1.
    - 2.4.3.1 The Moncrief Construction Sports Centre shall provide paper towel, hand soap, and toilet paper to the contractor for replenishing dispensers at that location.
  - 2.4.4 The contractor shall be responsible for determining materials needs, storage capacity, and ordering frequency.
- 2.5 Equipment
  - 2.5.1 The contractor shall supply all cleaning, polishing, vacuuming, and foaming equipment.
  - 2.5.2 Staff shall be equipped with suitable modern equipment to enable them to perform their tasks. As well as being adequate for the tasks, equipment shall be such as not to damage or cause unnecessary wear and tear to the building surfaces, furnishings, or equipment.
  - 2.5.3 Equipment used in daily routines shall remain in the building and be stored in the janitors' rooms or a location determined by the Recreational Facilities Supervisor.
  - 2.5.4 Equipment (carts, buckets, vacuum cleaners, brooms, mops etc.) must be maintained, cleaned and replaced when worn out.

- 2.5.5 Unless otherwise arranged, other powered or specialized equipment used periodically by the Contractor shall not be kept in the building and the Contractor shall not use the facilities of the building for storage of materials or equipment for use elsewhere, nor shall other operations of the Contractor be directed from premises in the building.
- 2.6 Task/Location Frequency Schedule:
  - 2.6.1 The work shall be done in accordance with the work plan to be provided which will comply with Schedules 1.
  - 2.6.2 Where tasks are to be provided on any other schedule than daily, the service days shall be spaced out to provide reasonable and consistent service.
  - 2.6.3 The tasks or frequencies may be varied after experience has been gained in cleaning the building but only in consultation with the Recreational Facilities Supervisor.
  - 2.6.4 The Contractor will provide to the Recreational Facilities Supervisor, twice a year, a 6-month schedule outlining when "project work will be completed".
- 2.7 Inspection Standard:
  - 2.7.1 The work shall be performed by fully trained people, competent in the particular operation assigned to them. All work will be inspected by the Recreational Facilities Supervisor, or their designate.
  - 2.7.2 The Contractor shall be available for discussion with the Recreational Facilities Supervisor, as necessary, at which times any shortcomings will be brought to the Contractor's attention so that correction may be made.
  - 2.7.3 Inspection Standards are provided to indicate acceptable results of good cleaning techniques and are part of this contract.
  - 2.7.4 The Recreational Facilities Supervisor or their designate will not assume any responsibility for instructing workers in the techniques and will not normally speak directly to the workers, but may do so in urgent matters if the Contractor is not immediately available.
- 2.8 Work Assessment:
  - 2.8.1 The Contractor's overall performance and the quality of the work will be determined by the Recreational Facilities Supervisor, inspections of buildings using the description of services and cleaning methods below, as well as the tasks outlined in Schedules 1.

### 3. DESCRIPTION OF SERVICES AND CLEANING METHODS

- 3.1 All work performed under this contract shall be accomplished in accordance with the following definitions. The accompanying standards shall be used in evaluating work to determine compliance.



- 3.2 Spot Cleaning
  - 3.2.1 This service consists of the removal of all defacing matter from surfaces, scuffs marks at desk areas, spots, smudges, stains, scuff marks and traffic lanes in all areas of the building including carpets.
- 3.3 Pickup Services
  - 3.3.1 This service consists of removing debris from floors and other horizontal surfaces and emptying waste receptacles.
- 3.4 Extra Work
  - 3.4.1 This service consists of any cleaning tasks, except emergency cleaning, not included in the specifications. Authorization to proceed with such work must be obtained from the Recreational Facilities Supervisor.
- 3.5 Special Methods of Cleaning
  - 3.5.1 Special Methods of cleaning will be provided by the Recreational Facilities Supervisor to clean, and disinfect the tile, grout and floors within the Moncrief Construction Sports Centre washrooms, change rooms, and showers. The City of Kenora will provide the cleaning products for this service and will provide orientation to the products as well as a detailed method of cleaning for the Contractor. The Special Methods of cleaning must be strictly adhered to; violation may lead to immediate termination.
  - 3.5.2 Shower Walls and Floors
    - 3.5.2.1 Shower block, grout and tile is sprayed from ceiling to floor with a foaming machine using ETC product as provided. Wait five minutes, scrub with a deck brush prior to rinsing. Spray down with Food Services 2000, do not rinse off.
  - 3.5.3 Change Room Floors and Bathroom Area
    - 3.5.3.1 Sprayed down using foamer and ETC product on the days of Sunday, Tuesday, Thursday and Saturday (or as directed by the Recreational Facilities Supervisor). Wait five minutes, and scrub with a deck brush. Rinse thoroughly with water. Vacuum floor with scrubber or Wet Vac. On Monday, Wednesdays and Fridays (Or as directed by the Facilities Manager), spray floor and bathroom area using a foamer and Quato Product. Scrub with Deck brush, rinse thoroughly with water and vacuum off.
  - 3.5.4 Floor Scrubbers and Tile Machines
    - 3.5.4.1 Monthly or sooner, whenever grout lines are built up with dirt a commercial machine for tile must be used to bring the tile and grout back to a clean and disinfected state.

- 3.5.5 Hallway Floors and Stairwells
  - 3.5.5.1 Only Neutral cleaners are to be used, not a disinfectant Like Qauto as this remove wax.
- 3.5.6 Change Room Floors
  - 3.5.6.1 Only disinfectants will be used like Qauto, not Neutral cleaners.
- 3.6 Clean/ Wash (walls, doors, ledges, metal surfaces, furniture and cabinets)
  - 3.6.1 Shall be accomplished by damp cleaning of all the surfaces, using a germicidal detergent solution. After a cleaning procedure has been completed, the surface shall be soil and residue free. Metal surfaces shall be without deposits. All sanitary receptacles shall be free of spots, stains, finger marks and odour.
- 3.7 Clean/wash (Walls, windows, glass or Plexiglas, mirrors, Misc. glass)
  - 3.7.1 Shall be accomplished using a cleaning agent formulated for the object being cleaned and shall include adjacent surfaces such as ledges. Doors and windows shall be washed on both sides. (There is a separate contract for outside window cleaning). All mirrors shall be free of streaks, water spots, dust, and lipsticks smudges and must not be cloudy. Walls stall partitions and doors shall be free of dust, hand marks, lipsticks smudges, pencil marks, water streaks, mop marks and fittings must be free of mould.
- 3.8 Carpet Cleaning.
  - 3.8.1 A cleaning task to be completed *at least* once a year. Authorization to proceed with such work must be obtained from and scheduled with the Recreational Facilities Supervisor. Shall be accomplished using a commercial steam type machine and a detergent compatible with the carpet being cleaned. The Contractor will be responsible to remove all furniture (or relocate to areas not requiring cleaning) prior to the start of work and replaced when the carpet is dry. A carpet is considered clean when all soil and embedded dirt and grit has been removed, it is free of all stains and has been restored to its original appearance as wear and tear will allow.
- 3.9 Carpet Vacuuming
  - 3.9.1 Shall be accomplished with a commercial vacuum with a rotary brush or brush/beater bar and shall not cause damage to furniture, doors, trim or other objects. Vacuum all chairs using a clean vacuum brush. The carpet is considered properly vacuumed when it is free of all dust, grit, staples, paper clips, dirt, lint, cleaning marks and has a uniform clean appearance.
- 3.10 Dust Mopping/ Sweeping
  - 3.10.1 A dust control method shall be used in all dust mopping operations by using either a non-oil retardant in clean dust mops or disposable dust mop cloths. Sweeping compounds containing

oils, abrasives or other harmful substances shall not be used. Power vacuum equipment may be used in lieu of dust mopping. All areas of floors shall be dust-mopped or vacuumed, including areas under furniture. Carpets and rugs shall be thoroughly clean and free from dust, dirt and other debris.

3.11 Wet Mopping

3.11.1 This operation shall be preceded by dust mopping, sweeping or vacuuming. Hot and clean water and detergent must be used. A floor is considered properly damp mopped when all dirt, dust, marks, film, streaks, debris and standing water has been removed. Walls, baseboards and other surfaces shall be free of water marks and splashing.

3.11.2 Note the special requirements above for the Moncrief Construction Sports Centre changing rooms.

3.12 Floor Refinishing

3.12.1 Consists of stripping and waxing (restorative maintenance). It is used to even out floor appearance. Stripping and waxing should be performed when interim maintenance does not leave floors to an acceptable level. Unacceptable levels will occur as floors show heavy traffic lane wear, heavy soiling, heavy build up along edges etc.

3.13 Scrubbing

3.13.1 This operation shall be preceded by dust, grit, and dirt and soil removal. Warm water to which the recommended amount of detergent has been added shall be used. The solution shall be permitted time to work its chemical action on the surfaces (Floors or walls). All residues and the surface rinsed until clean.

3.14 Waxing and Buffing

3.14.1 This shall be performed by mechanical means:

3.14.1.1 The waxed areas shall be free of streaks; mop strands marks and other evidence of improper wax application

3.14.1.2 There shall be no heavy accumulation of wax along walls or fixtures

3.14.1.3 Walls, baseboards, furniture and other surfaces shall be free of wax residue

3.14.1.4 The finished area shall be buffed to a uniform sheen to eliminate heavy brush marks

3.14.1.5 The floor shall be clean and bright-looking in corners and under furniture

3.14.1.6 Baseboards, furniture and equipment shall not be marred or damaged during buffing operations

3.14.1.7 Furniture, if moved shall be returned to its proper position

3.15 Miscellaneous Floor Cleaning

- 3.15.1 Traffic lanes and worn areas of floor finish will be removed and/or repaired as they occur, either by scrubbing, finishing or buffing or by spray buffing. Corners shall be kept free of dirt, dust and water marks at all times. Cleaning solutions shall not be allowed to seep under furniture, partitions, etc. The floor shall present an overall appearance of cleanliness.
- 3.16 Door Mats
  - 3.16.1 Door mats shall be removed where applicable and vacuumed.
- 3.17 Waste/Recycle Receptacles
  - 3.17.1 Receptacle emptying includes all trash and recycle receptacles. Trash liner replacement is included as required. Waste receptacles shall be washed completely as required in the specifications with warm water to which a germicidal agent is used.
- 3.18 Washroom Cleaning
  - 3.18.1 Wash basins, toilet tanks and urinals shall be thoroughly washed with warm water, added germicidal agent to be used. Special attention shall be paid to cleaning the underside of the seats and rims of the toilet bowls. Toilet bowls and urinals shall be descaled at least weekly. The descaling agent applied in such a way as to avoid damage to the fixture, etc. Spray deodorant shall be used as required. Walls, floors, doors and fixtures will be washed and scrubbed and polished with appropriate cleaning agent where applicable (using germicidal agent). All mirrors shall be free of streaks, water spots, dust, and lipsticks smudges and shall not be cloudy. Walls, stall partitions, and doors shall be free of dust, hand marks, lipsticks smudges, pencil marks, water streaks, mop marks and fittings should be free of mould.
- 3.19 Finishes (General)
  - 3.19.1 All surfaces listed hereunder shall be cleaned by damp wiping with a soft cloth or chamois. The cleaning solution, except where otherwise indicated, shall be clean water to which germicidal agent or another non harmful cleaner has been added. The surface must always be properly rinsed and dried. Abrasive and other cleaning materials may be used provided adequate care is taken not to damage the treated surface.
- 3.20 Special Requirements
  - 3.20.1 Report any maintenance and cleaning issues to the Recreational Facilities Supervisor, immediately.
  - 3.20.2 Report any safety and security concerns to Recreational Facilities Supervisor, immediately.

**END OF APPENDIX A**

**Schedule 1 to Appendix A**  
**Moncrief Construction Sports Centre**  
**18 Mike Richards Way**

Areas Include: Fitness Area, Washrooms, Hallways & Stairwells, Locker & Aerobic Rooms, Gym, Main Corridors Hallways, Elevator and Entrance. Any minor omission that is normally a part of the cleaning Contract, the Contractor shall be responsible for and is expected to rectify.

**Work to be completed between the hours of: 10:00 p.m. - 5:00 a.m. , Monday to Sunday**

\*Statutory Holidays - Arrangements shall be made with the Recreational Facilities Supervisor on an as needed basis using unit price rates

Estimated Total Cleanable Area = 21,700 sqft

	FREQUENCY				
	Daily	Weekly	Monthly	Quarterly	Annual
<b>Service Requirements</b>					
<b>Main Corridor Multi-Purpose Room + Bathrooms</b>					
Clean, wash and disinfect basins, faucets, inside/outside toilets & urinals	x				
Empty, clean and disinfect waste baskets, replace liner	x				
Clean mirrors & Windows	x				
Sweep and wet mop/autoscrub complete floor with Neutral Floor cleaner	x				
Replenish all washroom supplies	x				
Remove gum and scuff marks, including baseboards	x				
Strip and wax all floors				x	
<b>Lower Main Corridor/Elevator/Stairwells</b>					
Sweep and wet mop/autoscrub complete floor with Neutral Cleaner	x				
Sweep and wet mop stairs/landings,vaccum rugs	x				
Polish Stainless Steel in elevator, Disinfect buttons	x				
Empty, clean and disinfect waste baskets, replace liner	x				
Remove gum and scuff marks including baseboards	x				
Strip and wax all floors				x	
<b>Aerobic Room:</b>					
Buff out floor and polish				x	
<b>Upper Main Corridor</b>					
Sweep and wet mop/autoscrub complete floor with Neutral Floor Cleaner	x				
Empty/clean/disinfect waste baskets, replace liner	x				
Spot clean mirrors & windows	x				
Vacuum mats, disinfect water fountain	x				
Remove gum and scuff marks including baseboards	x				
Sweep and wet mop black matting in corridor with Neutral Floor Cleaner	x				
Strip and wax all floors				x	
<b>Upper Corridor Washrooms</b>					
Clean, wash and disinfect basins, faucets, inside/outside toilets & urinals	x				
Empty, clean and disinfect waste baskets, replace liner	x				
Clean mirrors and polish all chrome washroom accessories including partitions	x				
Sweep and wet mop complete floor with Neutral Floor Cleaner including baseboards	x				
Replenish all washroom supplies	x				
Remove gum and scuff marks	x				
Strip and wax all floors				x	
<b>Fitness and Stretching room:</b>					
Empty, clean and disinfect waste baskets	x				
Spot clean mirrors & windows	x				
Vacuum thoroughly around/under and inside exercise equipment	x				
Vacuum complete black matting flooring in and around equipment	x				
Sweep, wet mop orange gym flooring	x				
Remove gum and scuff marks	x				
Buff out floor and polish				x	
Clean baseboards to remove residue		x			
<b>Lower Janitor's rooms</b>					
Clean and disinfect sink	x				
Wash/clean/disinfect walls/ fixtures/floors	x				
Kept organized and clean	x				
Empty/clean/disinfect waste baskets, replace liner	x				
<b>Family/Women/Men Change rooms</b>					
Wash, scrub and disinfect basins, faucets, toilets & urinals	x				
Wash, scrub and disinfect individual cubicles/accessible rooms including behind doors/shelves/benches	x				
Empty/clean/disinfect waste baskets, replace liner	x				
Clean mirrors, disinfect door handles	x				
Wash, scrub and disinfect baby change tables, counters and partitions	x				
** Hose floor, squeegee water to drains, sanitize floors, clean drains- Showers must be sprayed down with Sanitizer and left on	x				
Wipe out lockers, remove any items & bring to hamper by pool	x				
Vacuum off floor with Wet Vac / Squeegee water to drains , clean drains	x				
Disinfect benches and countertops, spot clean mirrors	x				
Change Room Floors and Bathroom Area - Sprayed down using foamer and ETC every other night . Let sit for 5 minutes then scrub/aggitate . Pressure wash, remove water from floors, clean drains	Sun, Tues, Thurs, Sat				
Opposite nights shower areas must be foamed with ETC, let sit for 5 minutes, scrubbed then pressure washed, remove water from floors, clean drains	Mon,Wed,Fri				
Power wash/deep scrub tile floors-with tile machine/pressure washer		x			
Monthly or sooner, whenever grout lines are built up with dirt , a commercial machine for tile must be used to bring the tile and grout back to a clean and disinfected state			x		
<b>Pool Staff Area:</b>					

Strip and wax all floors-					<b>x</b>	
<b>Meeting/Multipurpose/Rotary Room</b>						
Strip and wax all floors					<b>x</b>	
<b>Garbage/Recycle:</b>						
Garbage is to be brought to arena and left in rolling cart	<b>x</b>					
Cardboard disposal (Recycle)-to be placed by receptacles in arena	<b>x</b>					
Other Recycle (cans, plastic, magazines, paper)-placed in large receptacles in arena	<b>x</b>					
<b>Security:</b>						
Collect lost and found items including items in lockers-put in hamper by pool	<b>x</b>					
Lock and check locked doors	<b>x</b>					
Ensure that prescribed night lighting is working	<b>x</b>					
Ensure all other lights are turned off	<b>x</b>					

## Definitions

**Daily** shall mean Monday to Sunday

**Other** shall mean services provided as needed or required services as directed by the Parks and Facilities Team Leader

**Special Cleaning Methods:** Please refer to the *Description of Services and Cleaning Methods* for specific cleaning instruction at the Kenora Recreation Centre. Product orientation and application will be provided by the Parks and Facilities Team Leader. The Special Methods of cleaning must be strictly adhered to, violation may lead to immediate termination.

## Products

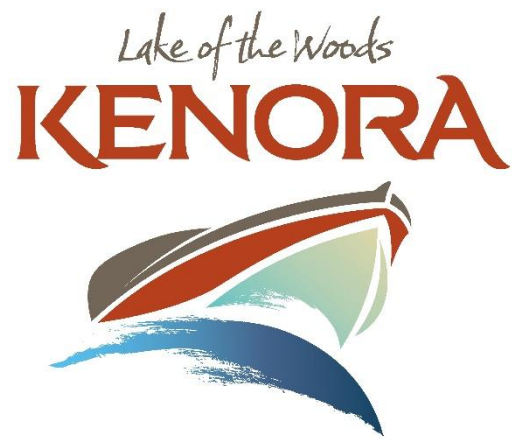
**All** Janitorial Cleaning products, paper, sanitization and soap to be supplied by the City of Kenora Recreation Centre

Products provided by the City of Kenora: ETC Cleaning Product, Sanitizer

**Cleaning equipment-brooms, mops, mop pails, commercial/sanitizing equipment-scrubbers, vacuums etc. to be supplied by contractor**

**Hallway Floors and Stairwells: - Only Neutral cleaners are to be used. Not disinfectants as this removes wax .**

**Change Room Floors: - Only disinfectants will be used like ETC . Not Neutral cleaners**



City of Kenora

Appendix B  
Bid Form

## BID FORM

Tender Number:

Tender Title: MCSC Janitorial Services (2026)

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

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

having examined the documents as issued by the City of Kenora (the "City"), and having visited the sites of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the documents for the quotation as follows:

**Price Schedule – Moncrief Construction Sports Centre (excluding HST)**

<b>Billing Period</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029(1 Year Extension)</b>
January	\$N/A			
February	\$			
March	\$			
April	\$			
May	\$			
June	\$			
July	\$			
August	\$			
September	\$			
October	\$			
November	\$			
December	\$			
<b>Subtotal</b>	<b>\$</b>			



**Price Summary**

- |                              |                         |
|------------------------------|-------------------------|
| 1. Annual Price Schedule #1  | \$ _____                |
| 2. HST                       | \$ _____                |
| 3. Total _____               | \$ _____                |
| <i>Total in written form</i> | <i>Total in figures</i> |

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 documents.

**Hourly Rate for Call-In or Extra Work Outside the Contract**

- Weekdays                \$ \_\_\_\_\_/hour (excl. HST)
- Weekends:                \$ \_\_\_\_\_/hour (excl. HST)
- Statutory Holidays:    \$ \_\_\_\_\_/hour (excl. HST)

**Enclosures to Bid Form:**

The information required by the Instructions to Proponents is provided in the attached Appendices and forms an integral part of this Request for Quotation.

1. Information supporting the Proponent's previous experience in work of a similar nature.
2. Information supporting the Proponent's safety record.
3. A completed and signed copy of Appendix C – Undertaking to Comply.
4. A completed and signed copy of Appendix E – Contractor Safety Program

**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 (60) days from the date of Tender Closing.

**Signatures:**

Signed and submitted for and on behalf of:

Company:

\_\_\_\_\_  
(Legal Name)

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

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

Project Contact:

\_\_\_\_\_  
(Staff Name)

\_\_\_\_\_  
(Email)

Signature:

\_\_\_\_\_  
(Authorized Signing Agent Signature)

\_\_\_\_\_  
(Name & Title of Authorized Signing Agent)

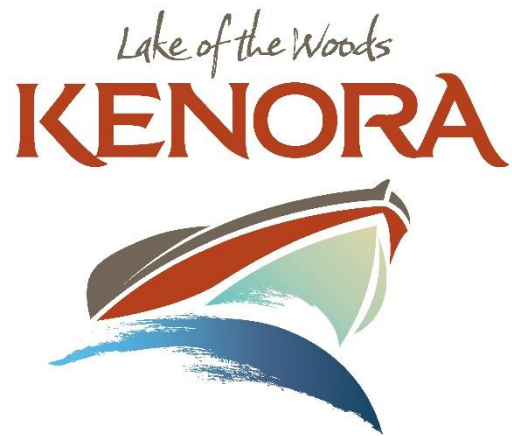
Witness:

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Name & Title of Witness)

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

Corporate Seal  
(required if bidder is a  
corporation)



City of Kenora

Appendix C  
Undertaking to Comply

1. I/We hereby undertake:
  - To comply with all applicable health and safety and environmental legislation in the performance of this contract;
  - To maintain a safe and healthy work environment during the performance of this contract;
  - That a Joint Health and Safety Committee or the appointment of a Health and Safety Representative is undertaken as applies to the Occupational Health & Safety Act.
  
2. I/We hereby agree:
  - That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, at the City of Kenora's (hereinafter the City) discretion, lead to the termination of this Contract;
  - To permit the City to audit my/our health and safety and environment records during the term of the contract and upon its conclusion and to cooperate fully with any such audit(s);
  
3. I/We understand that contractor safety deficiencies will be addressed by the City in the following progressive steps;
  - The infraction(s) will be identified to the Contractor (site supervisor) verbally and documented as such.
  - The Contractor's Head Office will be contacted about the infraction(s), orally and in writing
  - If the infraction(s) remain, a written notice will be presented to the Contractor's Head Office and a fine of a minimum of \$100 up to a maximum of \$1000 per infraction will be deducted from the payment due to the Contractor
  - If required by law to immediately report the infraction(s), the City shall report the infraction to the appropriate ministry (ies).
  - The City may, at the City's discretion, suspend or terminate the contract and/or withhold payment by the City.
  - I/we acknowledge and agree that, depending on the nature and/or seriousness of the deficiency, the City reserves the right to bypass any or all of the steps described herein.
  
4. I/We hereby acknowledge receipt of a copy of the City's Contractor Safety Policy/Program and that I/We understand and undertake to adhere to the terms of this Policy and to cooperate with the City in its efforts to ensure compliance thereunder.
  - I/We have received and read the "City of Kenora Contractor Safety Program". As the Prime Consultant or authorized representative of the contracted services, I understand that I am fully responsible for ensuring that all of our employees, subcontractors, and visitors comply with all necessary rules and regulations outlined therein and with all applicable regulations made under the Occupational Health and Safety Act.
  - Prior to commencement of Work, The Contractor will be advised as to which of the listed items on page 6 of 10 on the "Contractor Document Requirements" form of the "City of Kenora Contractor Safety Program" will need to be provided to The City Representative for review.

- See Appendix A for reference to The City of Kenora Health and Safety Policy and Contractor Safety Program.

Authorized Representative:

(Print Name)

(Signature)

(Date)

Company Name

Witness:

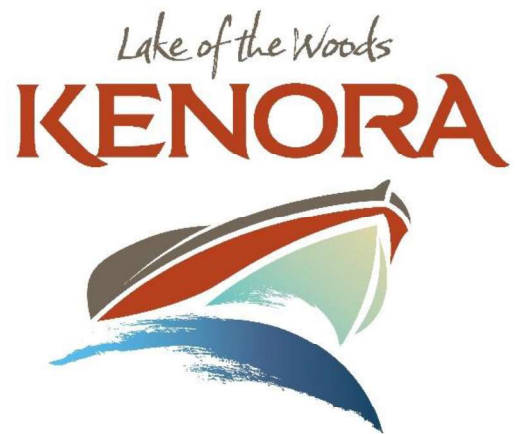
(Print Name)

(Signature)

(Date)

Name of Administrator of Contractor's Health and Safety Program:

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City of Kenora

Appendix D  
Health & Safety Policy

## Health and Safety Responsibilities - Contractors

<b>Section</b> Health and Safety Policies	<b>Date</b> March 19, 2012	<b>Approved by</b> <b>By-law Number:</b> 27-2012	<b>Page</b> 1	<b>Of</b> 4
<b>Subsection</b> Responsibilities and Accountabilities	<b>Supersedes By-law Number:</b> 105-2011		<b>Policy Number:</b> HS-05	

### **PURPOSE**

It is the policy of the City of Kenora to require that the provisions of the Occupational Health and Safety Act (Act) and applicable Regulations are complied with:

- where the City of Kenora contracts the performance of work or services (non-construction); and
- where the City of Kenora contracts a “constructor” (as defined in section 1 of the Act) to undertake a project (construction).

The purpose of these requirements is to ensure that all reasonable precautions are taken:

- for the protection of workers; and
- so that the City of Kenora is duly diligent in their duties and responsibilities under the Act.

### **RESPONSIBILITY**

#### **Contract Personnel**

Contract personnel are responsible to:

- comply with the requirements of this policy and guideline;
- use their training, knowledge and experience to protect the health and safety of themselves and others;
- report to their supervisor the absence of, or defect in any protective equipment or device; and
- report to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of this policy and guideline.

#### **Contractors**

Contractors are responsible to:

- enforce and comply with the requirements of this policy and guideline; and
- ensure that their workers are aware of this policy and guideline.

#### **Supervisors (Both City of Kenora and Contract Personnel)**

Supervisors are responsible to ensure that:

- contract personnel (non-construction) work in compliance with the requirements of this policy and guideline;

## Health and Safety Responsibilities - Contractors

POLICY NO.	PAGE	OF
HS-05	2	4

- contract personnel (non-construction) are aware of the requirements of this policy and guideline;
- protective equipment and devices required to carry out the requirements of this policy and guideline are provided; and
- protective equipment and devices that are provided are maintained in good condition.

### **Management**

Managers are responsible for ensuring all City of Kenora operations are in compliance with applicable legislation and the requirements of this policy and guideline.

### **PROCEDURE**

#### **General**

All contractors are required where applicable, to provide to the City of Kenora upon request the following:

- WSIB certificate of clearance;
- third party liability insurance (minimum \$2 million);
- where applicable, federal, provincial and municipal licensing, certification, notification, inspection and approvals;
- occupational health and safety policy and program;
- applicable training documentation for supervisors and workers as specified by The City of Kenora;
- hazardous materials and designated substance inventories; and
- records of health and safety violations and convictions under the Act.

#### **Service Contractors (Non-construction)**

In addition to the duties and responsibilities imposed on contractors under the Act, service contractors will ensure:

- the applicable requirements of the City of Kenora's health and safety program are communicated to, understood by and complied with by the workers of the contractor;
- the measures and procedures required by the Act and Regulations (applicable to the work) are carried out;
- appropriate documentation of instruction and communication are maintained and available for review by the City of Kenora; and
- any and all other precautions deemed necessary by the City of Kenora for safeguarding workers, equipment and property are carried out.



<b>POLICY NO.</b>	<b>PAGE</b>	<b>OF</b>
HS-05	3	4

The City of Kenora will gauge contractor compliance with these requirements, and reserves the right to terminate services' contracts for any and all violations.

Contractors (and their workers) are required to attend any and all safety related meetings as deemed appropriate by the City of Kenora.

### **Project Contractors (Construction Projects)**

In addition to the duties and responsibilities imposed on contractors (who undertake a construction project for the City of Kenora) under the Act, contractors will ensure:

- the City of Kenora's health and safety requirements for contractors (construction) are incorporated into the project health and safety program;
- a project hazard assessment review is conducted, prepared and submitted to the City of Kenora which includes;
  - analysis and evaluation of hazards;
  - application of controls;
  - instruction and information provided to supervisors and workers regarding hazards;
  - hazardous materials inventory;
  - operational, maintenance and emergency procedures specific to the project assessment; and
  - training in the necessary procedures;
- a written health and safety policy is available, posted and communicated to all workers on the project;
- a project safety program is developed and implemented that details how the contractor will ensure compliance with subsections 23(1), 25(1) and 25(2) of the Act;
- a designated safety representative coordinates health and safety on the project; and
- the designated safety representative attends a project pre-meeting with representatives of the City of Kenora.

### **Equipment**

The contractor is responsible to provide, maintain and ensure that all equipment necessary, including personal protective equipment, is properly used or worn for the duration of the work.

All equipment used by the contractor shall conform to the manufacturer's specifications and comply with all applicable legislation. The City of Kenora reserves the right to prohibit the use of any equipment, methods or practices that do not conform to acceptable standards. Equipment shall be removed from the City of Kenora's premises immediately upon completion of the work.

## Health and Safety Responsibilities - Contractors

POLICY NO.	PAGE	OF
HS-05	4	4

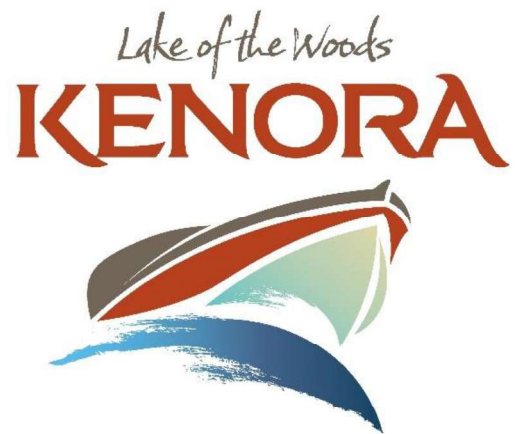
### **TRAINING**

All City of Kenora personnel involved with contracting of work will be made aware of the contents of this policy. All training will be documented.

### **REFERENCES**

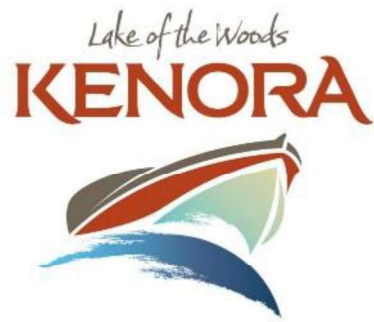
Occupational Health and Safety Act (Ontario) – Section 23

Wrokwel Core Health and Safety Audit – Element 2.1 (i) and (j)



City of Kenora

Appendix E  
Contractor Safety Program



City of Kenora  
Contractor Safety Program



## City of Kenora Contractor Safety Program

### Introduction

The City of Kenora is committed to the health and safety of all of our employees, and expects the same commitment from each contractor to their own employees.

The City of Kenora has developed this program for use by all contractors who perform work or provide services on City of Kenora premises. Contractors include all on-site service providers, construction contractors and all sub-contractors. Outside carriers, delivery, or pick-up personnel are generally not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will go beyond the routine delivery or pick-up of commodities at approved points within the City of Kenora. Outside Trainers or Consultants generally are not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will include health and safety hazards.

This program does not cover all of the site-specific or even project-specific health and safety issues that may arise. This program is by no means meant to be all inclusive of the requirements of the *Occupational Health and Safety Act* (hereinafter referred to as the *Act*) or any other applicable legislation.

### The Contractor Safety Program consists of three elements:

#### 1. The General Workplace Safety Requirements for Contractors

This section is a compilation of the specific information that Contractors need to know before and be aware of during the performance of work for the City of Kenora in order to ensure compliance with the program. Not all information in this section applies to all contractors. It is up to individual contractors to review this section and understand the applicable sections based on the work or service that they will be providing to the City of Kenora.

#### 2. Contractor Declaration and Documentation Requirements Checklist

Prior to performing work for the City of Kenora, all new contractors must complete the Contractor Declaration and submit the documentation required as outlined on the form to the City Representative. The declaration must be signed by a representative of the Contractor who has the authority to commit the Contractor to comply with the General Workplace Safety Requirements for Contractors.

#### 3. City of Kenora Contractor Orientation Checklist

It is the Contractor's responsibility to review the General Workplace Safety Requirements for Contractors document with their employees.

Prior to work commencing, the City Representative must complete the orientation checklist with the Contractor. This session will outline the site specific hazards, and emergency and reporting procedures.



## City of Kenora Contractor Safety Program

### City of Kenora

#### General Workplace Safety Requirements for Contractors

1. Unless explicitly referenced elsewhere in contract documentation, the Contractor will be designated as the Constructor, as defined by the *Act*, for the purposes of construction project work. As Constructor the Contractor will assume all of the responsibilities as set out in the *Act* and its regulations and shall enforce strict compliance therewith.
2. The Contractor must have an Occupational Health and Safety Policy and a program to implement that policy.
3. The Contractor shall ensure that work is conducted in a safe manner consistent with the intent of the *Act*, and any other Act, regulation, or by-law. Violations of any such legislation may result in the Contractor being removed from the project.
4. The Contractor shall appoint a person to supervise the work and that person shall be a *competent person*, as defined by the *Act*. The Contractor shall provide documentation to the City's Representative as evidence of the individual's competence. This could include training records or other such documentation as may be appropriate.
5. During the execution of the work, the Contractor shall ensure that:
  - a) worker safety is given first priority in planning, pricing, and performing the work;
  - b) its officers and supervisory employees have a working knowledge of the duties of a constructor and employer as defined by the *Act* and the provisions of the regulations applicable to the work, and a personal commitment to comply with them;
  - c) a copy of the most current printing of the *Act* and applicable regulations are available at the Contractor's office within the working area or, in the absence of an office, in the possession of the supervisor responsible for the performance of the work;
  - d) workers employed to carry out the work must possess the knowledge, skills, and protective devices required by law or recommended by a recognized industry association to allow them to work safely;
  - e) its supervisory employees are competent person as defined by the *Act* and they carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers;
  - f) all subcontractors and their employees are properly protected from injury and illness while they are at the workplace.
6. Where required by the *Act* and its regulations, the Contractor shall register the project with the Ministry of Labour's Construction Health and Safety Branch prior to starting work on the site. The Contractor shall pay all registration fees. A copy of the registration must be posted in a visible location at the site, and submitted to the City's Representative before starting work on site.
7. The Contractor shall have a written emergency plan, which includes a process for addressing critical injuries, accidents, and incidents as required by sections 51, 52, and 53 of the *Act*. The plan must be readily available. If work is on a project, the emergency plan shall be posted on site prior to any work commencement.
8. Where required, the contractor shall provide a telephone, appropriate first aid facilities, eye wash stations and any other measures required for emergency use as identified in the emergency plan.



## **City of Kenora Contractor Safety Program**

9. The contractor shall conduct regular workplace inspections in accordance with the Act. The contractor must immediately address any preventive or corrective measures required to maintain site safety.
10. The contractor shall, throughout the course of the work, make the City's representative aware of all accidents/incidents that occur involving the contractor or the contractor's employees.
11. The City's representative will stop the work immediately for any violation of the Act or regulations that they become aware of. The contractor shall not resume the work until any such violation has been rectified.
12. The contractor shall be responsible for any delay in the progress of the work due to a violation of legislated requirements or City health and safety requirements of which the contractor has been advised, and shall take the necessary steps to avoid delay in the final completion of the work without additional cost to the City.



## City of Kenora Contractor Safety Program

### Declaration

I have received and read the "City of Kenora Contractor Safety Program". As the owner or authorized representative of the contracted services, I understand that I am fully responsible for ensuring that all of our employees, subcontractors, and visitors comply with all necessary rules and regulations outlined therein and with all applicable regulations made under the Occupational Health and Safety Act.

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

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

Company Name: \_\_\_\_\_

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





## City of Kenora Contractor Safety Program

### Contractor Document Requirements

The documentation required from the contractor will be dependent on the scope of the work to be performed. Prior to commencement of work the contractor will be advised as to which of the following documentation will need to be provided to the City of Kenora Representative for review. This list is not intended to be all inclusive and additional documentation may be requested at the discretion of the City of Kenora Representative.

- ☐ Contractor Safety Policy
- ☐ Certificate of Liability Insurance
- ☐ Valid WSIB Clearance Certificate
- ☐ Certificate of Personal Disability Coverage
- ☐ Supervisor's Name and Phone Number
- ☐ Contractor's List of First Aiders
- ☐ Contractor's Emergency Contact Numbers
- ☐ Training Records Supporting Competency of Supervisor
- ☐ Approved Registration Form (As per Section 5 of O. Reg. 213/91)
- ☐ Notice of Project Form if Required (As per Section 6 of O. Reg. 213/91)
- ☐ Generator Registration Number (if removing hazardous waste)

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City Representative Name

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Owner of the Contracted Services

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Signature of City Representative

---

Signature of Owner



## City of Kenora Contractor Safety Program

### Contractor Initial Orientation

Prior to any "work" being done by the contractor, an initial orientation must be held. The City Representative shall conduct this orientation. Work must never begin before the orientation has taken place and information is conveyed to all contractor employees. If all contractor employees are not present for the orientation, it is the responsibility of the Contractor Representative to convey this information to the contractor employees.

Where there is an established scope of work, location, conditions, hazards, and they will not change during a twelve-month period, then a yearly orientation can be held.

The City's Representative is to review and check off the following items with the contractor:

- ☐ Inform the contractor of the Health and Safety hazards or requirements of the area in which they will be working. The contractor site supervisor (or appropriate designate) is responsible to convey this information to all contract personnel working on the project or job.
- ☐ The City of Kenora emergency procedures and evacuation procedures as they apply to the work being performed.

\_\_\_\_\_  
City Representative Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
City Representative Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## **City of Kenora Contractor Safety Program**

### **Appendix**

Internal Procedures for Hiring Contractors



## City of Kenora Contractor Safety Program

The City of Kenora is committed to the health and safety of all our employees and expects the same commitment from each contractor to their own employees.

A City representative is the point of contact for the contractor while performing work for the City of Kenora.

### **Definitions (from the Occupational Health and Safety Act)**

Competent person means a person who:

- (a) is qualified because of knowledge, training and experience to organize the work and its performance,
- (b) is familiar with this Act and the regulations that apply to the work, and
- (c) has knowledge of any potential or actual danger to health or safety in the workplace.

Construction includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project but does not include any work or undertaking underground in a mine.

Maintenance vs. Construction – According to the Ministry of Labour’s Construction vs. Maintenance Policy, contract work is considered construction if the contract activities are mentioned in the definition of construction and are performed on objects mentioned in the definition of project. Those construction activities not performed on objects mentioned in the definition of project would be considered maintenance and would be covered by the industrial regulations. For example, an alteration, repair, or dismantling performed on a building, bridge, or structure, is construction, whereas the same activities carried out on machinery or equipment would be maintenance. Similarly, structural maintenance and installations are considered to be construction, whereas routine plant maintenance is considered to be maintenance.

Constructor means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer.

Employer means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor to perform work or supply services.

Owner includes a trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace, and a person who acts for or on behalf of an owner as an agent or delegate.

Project means a construction project, whether public or private, including;

- (a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, coffer dam, conduit, sewer, water-main, service connection, telegraph, telephone or electrical cable, pipe line, duct or well, or any combination thereof,



## City of Kenora Contractor Safety Program

- (b) the moving of a building or a structure, and
- (c) any work or undertaking, or any lands or appurtenances used in connection with construction.

Supervisor means a person who has charge of a workplace or authority over a worker.

Worker means a person who performs work or supplies services for monetary compensation but does not include an inmate of a correctional institution or like institution or facility who participates inside the institution or facility in a work project or rehabilitation program.

Workplace means any land, premises, location or thing at, upon, in or near which a worker works.

### Procedure

For all contracts for services:

- Determine the nature of the work
- Determine the health and safety hazards, and
- Classify the contract work.

a) A construction project that has significant health and safety hazards. Examples would include but are not limited to construction of a community centre, renovations, replacement of a boiler and other major equipment.

b) Maintenance with significant health and safety hazards. Examples would include but are not limited to window washing, annual inspection of roof top anchors, replacement of heating coils, or electrical repairs.

c) No significant health and safety hazards. Examples would include but are not limited to photocopier maintenance and using external training consultants.

For tender contracts it will be the responsibility of the department issuing the tender to obtain the required information from the contractors. For contracts that are not tendered, the City Representative will be responsible for obtaining this information.

For the contracts classified with health and safety hazards, those contractors must be given a copy of the City of Kenora Contractor Safety Program. The contractor must complete the Contractor declaration portion of this document and provide the City's Representative with the required documentation prior to the work commencing.

At the beginning of the work the City's Representative will be responsible to provide the contractor with the appropriate orientation which will include;

- Identification of all known hazards
- A walk through of the work area, and
- Locations of all emergency exits and the procedure for evacuation. (If applicable to the work being performed.)

If at any time a contractor is observed performing work unsafely or contrary to the Act or regulations this must be addressed immediately. The contractor must be made to stop what they are doing and the contractor will not resume the work until such contraventions have been rectified.



## **FEE FOR SERVICE AGREEMENT**

**BETWEEN:**

**CITY OF KENORA**

**AND:**

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## **TABLE OF CONTENTS**

	PAGE
<b>ARTICLE 1 - DEFINITIONS .....</b>	<b>1</b>
1.1 DEFINITIONS .....	1
1.2 NUMBER AND GENDER.....	2
1.3 HEADINGS AND DIVISION.....	2
<b>ARTICLE 2 - SERVICES.....</b>	<b>2</b>
2.1 SERVICES .....	2
2.2 COMMENCEMENT AND COMPLETION OF SERVICES .....	2
2.3 PERFORMANCE OF WORK.....	2
2.4 WARRANTY OF CONTRACTOR.....	2
2.5 PROGRESS REPORTS.....	3
2.6 COMPLIANCE WITH LEGISLATION .....	3
2.7 PERMITS AND LICENSES .....	3
<b>ARTICLE 3 - PERSONNEL .....</b>	<b>4</b>
3.1 NO SUBSTITUTION.....	4
3.2 NO SUBCONTRACTORS.....	4
3.3 REMOVAL OF PERSONNEL .....	4
3.4 COMPLIANCE WITH POLICIES .....	4
3.5 SAFETY .....	5
<b>ARTICLE 4 - PAYMENT.....</b>	<b>5</b>
4.1 PAYMENT.....	5
4.2 EXCESS PAYMENTS, TAXES.....	5
4.3 NO PAYMENT FOR COSTS, EXPENSES OR DAMAGES.....	5
4.4 PERFORMANCE UPON FAILURE OF CONTRACTOR .....	5
4.5 WITHHOLDINGS .....	6
4.6 RECORDS .....	6
4.7 AUDIT .....	7
4.8 ACCEPTANCE IS NOT WAIVER.....	7
<b>ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS .....</b>	<b>7</b>
5.1 CONFIDENTIAL INFORMATION.....	7
5.2 NO OBLIGATION TO DISCLOSE .....	8
5.3 INJUNCTIVE RELIEF .....	8
5.4 OWNERSHIP OF SERVICE RESULTS .....	8
5.5 PROTECTION OF RIGHTS .....	9
5.6 RECORDS OF CONTRACTOR.....	9
5.7 WARRANTY OF ORIGINAL WORK.....	9
5.8 NO CHALLENGE .....	10
<b>ARTICLE 6 - TERMINATION .....</b>	<b>10</b>
6.1 TERMINATION FOR DEFAULT .....	10
6.2 PAYMENT UPON TERMINATION .....	10
6.3 EFFECT OF TERMINATION.....	10
6.4 SURVIVAL OF OBLIGATIONS.....	10
<b>ARTICLE 7 - INDEMNITY AND INSURANCE.....</b>	<b>11</b>
7.1 INDEMNITY .....	11
7.2 INSURANCE .....	11

7.3	PLACEMENT OF INSURANCE .....	12
7.4	DEDUCTIBLES AND DURATION .....	12
<b>ARTICLE 8 - GENERAL .....</b>		<b>12</b>
8.1	SCHEDULES .....	12
8.2	NOTICES .....	12
8.3	ASSIGNMENT .....	13
8.4	WAIVER .....	13
8.5	ENUREMENT .....	13
8.6	NO AGENCY .....	13
8.7	WHOLE AGREEMENT .....	13
8.8	PARTIAL INVALIDITY .....	13
8.9	TIME OF ESSENCE .....	13
8.10	EXPIRATION OF TIME .....	13
8.11	FURTHER ASSURANCES .....	14
8.12	GOVERNING LAW .....	14

Schedule "A" - Services

Schedule "B" - Terms of Payment

Schedule "C" - Special Terms and Conditions



## **FEE FOR SERVICE AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**BETWEEN:**

**CITY OF KENORA**

(hereinafter called the "City")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(hereinafter called the "Contractor")

**OF THE SECOND PART**

**WHEREAS** the Contractor has agreed to provide to the City the Services and the City has agreed to pay to the Contractor certain sums in consideration of the Services.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** 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:

### **ARTICLE 1 - DEFINITIONS**

#### **1.1 Definitions**

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) **"Agreement"**, **"hereto"**, **"herein"**, **"hereby"**, **"hereunder"**, **"hereof"** and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (b) **"Agreement Amount"** means the amount set out in Schedule "C";
- (c) **"Commencement Date"** means the 1<sup>st</sup> day of February, 2026;
- (d) **"Completion Date"** means the 31<sup>st</sup> day of December, 2028, or such later date as may be agreed upon in writing by the parties;
- (e) **"Confidential Information"** has the meaning ascribed to it in Section 5.1;
- (f) **"Service Results"** has the meaning ascribed to it in Section 5.4;

- (g) **"Services"** means those Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the City;
- (h) **"Term"** means the period of time commencing on the Commencement Date and ending on the Completion Date.

## 1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

## 1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

# **ARTICLE 2 - SERVICES**

## 2.1 **Services**

The Contractor shall provide the Services upon the terms and conditions contained herein.

## 2.2 **Commencement and Completion of Services**

The Contractor shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

## 2.3 **Performance of Work**

The Contractor shall exercise 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. All work done in performing the Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the City's directions and to the City's satisfaction;
- (c) comply with the requirements of this Agreement; and
- (d) 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.

## 2.4 **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 it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the City and provide the City with details of the nature of the law suit or circumstance; and
- (c) 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.

## 2.5 **Progress Reports**

If required by the City, the Contractor shall provide progress reports to the City and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the City.

## 2.6 **Compliance with Legislation**

- (a) In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the City policies, procedures and regulations as are made known to the Contractor by the City.
- (b) Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the *Labour Relations Act*, *Workers' Compensation Act*, *Employment Standards Act* and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the City at such times as the City may reasonably request.
- (c) In the event the Contractor, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

## 2.7 **Permits and Licenses**

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

### **ARTICLE 3 - PERSONNEL**

#### **3.1 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.

#### **3.2 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 withheld in the City's sole discretion) 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.

#### **3.3 Removal of Personnel**

The Contractor shall forthwith remove from the City's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the City including, without limitation, and 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;
- (c) removes any property not belonging to the Contractor, its personnel or any agent or subcontractor, as the case may be, from the City's premises without the prior written consent of the City, or
- (d) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the City;

and, in the case of paragraphs (c) and (d), the Contractor shall take all reasonable steps to ensure that any property removed from the City is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, 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.

#### **3.4 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.

### 3.5 **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's 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's premises.

## **ARTICLE 4 - PAYMENT**

### 4.1 **Payment**

The City shall pay the Contractor in accordance with the provisions of Schedule "B" (Terms of Payment), upon the diligent and timely performance of the Services to the satisfaction of the City. No payment by the City shall relieve the Contractor from the performance of its obligations hereunder.

### 4.2 **Excess Payments, Taxes**

The City shall not pay any amount exceeding the Agreement Amount 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. 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 living expenses of the Contractor are included within the Agreement Amount, unless expressly stated otherwise in Schedule "C". If the total cost for man-days spent in performing the Services is less than the Agreement Amount, the City shall not be required to pay to the Contractor any sum in excess of the total cost for man-days actually expended.

### 4.3 **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.

### 4.4 **Performance upon Failure of Contractor**

Upon failure of the Contractor, including any subcontractor, to perform any of its obligations under this Agreement, the City may, but is not obligated to, perform or engage a third party to perform any such obligations, without prejudice to any other remedy or right it may have.

Where the Contractor fails to meet its obligations on a given day, the City shall exclude that day from payment and shall charge an administration fee of twenty-five dollars (\$25.00) unless the Contractor, upon notice of the deficiency, attends the site and remedies the deficiency to the City's satisfaction within two (2) hours of the City's discovery of the failure. If the deficiency is remedied within this two-hour period, no deduction of that day's payment and no administration fee shall apply.

The Contractor shall, immediately upon written demand, pay an amount equal to all costs and expenses incurred by the City in connection with any such performance by the City or a third party, together with any

applicable administration fees noted above, plus interest on those amounts from the date the cost or expense is incurred until paid at the rate of one point five percent (1.5%) per month, being nineteen point six percent (19.6%) per annum.

The City may, in its discretion, deduct any such amounts, including interest and administration fees, from any payment then due or thereafter becoming due to the Contractor. Such deduction shall not be considered a waiver of any other right or remedy available to the City to recover costs or expenses exceeding the amounts owed to the Contractor.

#### 4.5 **Withholdings**

- (a) Notwithstanding any other provision of this Agreement, the City shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Contractor.
- (b) If the Contractor is a non-Canadian resident the City shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Contractor shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Contractor will be provided with evidence of withholdings as required, upon written request.
- (c) If the Contractor provides the City with an exemption certificate from Canada Revenue Agency, then the City shall not withhold any federal withholding tax in respect of the payment made to the Contractor in reliance on such certificate of exemption.
- (d) The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax. The City shall have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Contractor or any other person.
- (e) The Contractor shall pay all municipal, provincial, or federal sales, excise (including HST) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold the City, its officials, councilors, representatives, agents and employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against the City or such persons as a result of the failure or delay of the Contractor to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority.
- (f) The City is authorized to pay any demand by any level of government or government agency, including the Workers' Compensation Board, due to a failure by the Contractor, in which event the provisions of Section 4.4 of this Agreement shall apply.

#### 4.6 **Records**

The Contractor shall keep and maintain, at its principal place of business in Kenora, Ontario, or at such other location as may be agreed by the City, adequate and complete records from which any fees, costs, charges, reimbursable expenses 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.

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.

#### 4.7 **Audit**

The City or its agents shall, from time to time during the Term of this Agreement, and for a period of two (2) years thereafter, during business hours and upon reasonable notice to the Contractor, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Contractor regarding the Services or business relationship between the City and the Contractor affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the City, or any commitments to the City, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the City to determine:

- (a) whether the Contractor has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the City, as applicable;
- (b) the status of the provision of the Services; and
- (c) whether the Contractor is complying with the terms of this Agreement.

The costs of any such inspection or audit shall be payable by the City.

#### 4.8 **Acceptance is Not Waiver**

The acceptance by the City, from time to time, of any statement of fees, costs, charges, reimbursable expenses 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 5 - INFORMATION AND PROPERTY RIGHTS**

#### 5.1 **Confidential Information**

- (a) The Contractor agrees that:
  - (i) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the City;
  - (ii) all data, information and material of a confidential nature concerning the City's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;

- (iii) the Service Results; and
- (iv) any and all information or material provided to the Contractor by or on behalf of the City which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the City and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1.

- (b) No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
- (c) The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request, and shall thereafter cease all use of the Confidential Information.

## 5.2 **No Obligation to Disclose**

The City shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the City to be sensitive or confidential. All data, information or material which is provided to the Contractor by the City shall be and remain the sole property of the Municipality, and shall be returned to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request.

## 5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the City, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the City may have and not in derogation thereof, the City may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

## 5.4 **Ownership of Service Results**

- (a) The Contractor agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed,



created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the City and shall be the absolute and exclusive property of the City, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto.

- (b) The Contractor hereby assigns, transfers and conveys to the City all of its right, title and interest in and to the Service Results and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the City for any or all of the Services Results, in form acceptable to the City.
- (c) Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the City), the Service Results and all copies thereof shall be delivered by the Contractor to the City without demand by the City without demand by the City, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the City to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Contractor other than in connection with the performance of the Services hereunder.
- (d) The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the City, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Service Results.

#### 5.5 **Protection of Rights**

The Contractor shall, at the request and expense of the City, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the City to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the City's interest in and to the Service Results or any part thereof, in Canada or any other country. The City shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The City shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

#### 5.6 **Records of Contractor**

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the City at all times, both during and after the Term of this Agreement.

#### 5.7 **Warranty of Original Work**

The Contractor warrants that all Service Results will be original development by the Contractor, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

5.8 **No Challenge**

The Contractor shall not challenge or deny nor assist any third party in challenging or denying any of the City's rights in and to the Service Results.

**ARTICLE 6 - TERMINATION**

6.1 **Termination for Default**

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.

6.2 **Payment upon Termination**

The City shall, in the event of termination of this Agreement, other than pursuant to Section 6.1(a), 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.

6.3 **Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) the Contractor shall forthwith return to the City all Confidential Information in written form within its possession or control, together with all copies thereof or, at the City's written direction, destroy all such Confidential Information and provide the City with a certificate confirming such destruction; and
- (b) no further use may be made by the Contractor of the Service Results or any portion thereof, for any purpose whatsoever.

6.4 **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 7 - INDEMNITY AND INSURANCE**

### **7.1 Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

- (a) be liable to the City, its officials, councilors, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the City or such persons, including costs as between 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 officials, representatives, agents and employees 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 any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; 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; or
- (g) the failure of the City to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the City shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

### **7.2 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 Two Million (\$2,000,000.00) 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) any other insurance of such type and amount as may reasonably be required by the City.

#### 7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the City. Certified copies of the policies shall be provided to the City by the Contractor upon request and evidence of renewal shall be provided to the City prior to the expiry dates of the policies.

#### 7.4 **Deductibles and Duration**

The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the City).

### **ARTICLE 8 - GENERAL**

#### 8.1 **Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Services  
Schedule "B" - Terms of Payment  
Schedule "C" - Special Terms and Conditions

#### 8.2 **Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the City to the Contractor or by the Contractor to the City.

8.3            **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.

8.4            **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.

8.5            **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.

8.6            **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.

8.7            **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.

8.8            **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.

8.9            **Time of Essence**

Time shall be of the essence of this Agreement.

8.10          **Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of 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 the Province of Ontario.

8.11 **Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.12 **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.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals by the hands of their proper officers.

**CITY OF KENORA**

\_\_\_\_\_  
**[NAME OF CONTRACTOR]**

Per:

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Andrew Poirier

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Position of Authorized Signing Officer

Per:

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Heather Pihulak

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Position of Authorized Signing Officer

## **SCHEDULE "A"**

### **SERVICES**

The services to be provided by the Contractor to the City are those services described in the Invitation to Tender documents as issued, specifically Appendix A and Schedules 1 to Appendix A, as issued December 16, 2025, a copy of which is attached hereto and incorporated in this Schedule "A" by reference.

## **SCHEDULE "B"**

### **TERMS OF PAYMENT**

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Contractor amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month 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) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;
  - (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the City (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and
  - (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

The Contractor may elect, at its option, to provide the City with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. 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.



**SCHEDULE "C"**

**SPECIAL CONDITIONS**

**A. REQUIRED INFORMATION**

1. "Agreement Amount" means the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in Canadian funds.
2. "Commencement Date" means February 1, 2025.
3. "Completion Date" means December 31, 2028.
4. The City's address for notice is:  
**CITY OF KENORA**  
1 Main Street South  
Kenora, ON P9N 3X2  
  
Telephone: 807-467-2000  
  
Attention: General Manager of Recreation and Culture
5. The Contractor's address for notice is:  
[INSERT ADDRESS AND "ATTENTION"]
6. The following personnel of the Contractor shall perform the Services hereunder:

NAME

TITLE

and shall not be replaced or substituted for except in accordance with the provisions of Section 3.1 of the Agreement.

7. The fees and hours of work for the personnel designated to perform the Services hereunder shall be as described in the Tender documents as issued, specifically Appendix A and Schedules 1 to Appendix A, as issued December 15, 2025, a copy of which is attached hereto and incorporated in this Schedule "C" by reference.

**B. SPECIAL TERMS AND CONDITIONS**

1. Notwithstanding the provisions of Section 4.2 of the Agreement, the following amounts shall be payable by the City to the Contractor or appropriate taxing authorities, as may be applicable, in addition to the Agreement Amount.

DESCRIPTION OF TAX, DUTY OR OTHER CHARGE

AMOUNT

HST

13% of Agreement Amount