



Invitation to Tender

CITY OF KENORA

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders for: 2026-2029 Public Washroom & Beach Maintenance (the "Project")
Tender Number: 26-999-1

Will be received by:

at: **City of Kenora (the "City")**
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 Thursday, February 5, 2026
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to cleaning and light maintenance of the City of Kenora public washrooms and beaches (the "Work") as more specifically set out in the attached Instructions to Tenderers and Appendices.
2. The documents for the Work can be obtained from the Reception Desk on the second floor of the City of Kenora Operations Building, located at 60 Fourteenth Street North, Kenora, Ontario.
3. All written inquiries regarding the Work shall be emailed to Chris Lock, General Manager, Capital Project Delivery at clock@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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the City for a period of sixty (60) days following the end of the day of the Tender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 cleaning and light maintenance of the City of Kenora public washrooms and beaches (the “Work”) as more particularly set out in Appendix “A” attached to these Instructions to Tenderers.

2 SUBMISSION OF TENDERS

- 2.1 The City will receive sealed tenders until **11:00:00 a.m. CST on Thursday, February 5, 2026** (“Tender Closing”).
- 2.2 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**

- 2.2.1 Tenders will also be accepted by email. Emailed Tenders shall be submitted to the City Clerk, Heather Pihulak – hpihulak@kenora.ca. The City Clerk will provide an email confirmation back to the sender. If any disputes arise, the time stamp on the email received by the City shall dictate the submission time.
 - 2.2.2 Faxed tenders will not be accepted and will be returned to the Tenderer.
- 2.3 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the City reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the City as to the compliance, or not, of the subject tender.

3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Harmonized Sales Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Tender Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.

- 3.2 Notwithstanding the foregoing, the City shall be entitled to accept a Tender in such form as the City in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.3 The City shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.
- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by Heather Pihulak, City Clerk 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
- Appendix B – GIS Washroom Imagery
- Appendix C – Tender Form
- Appendix D – Undertaking to Comply
- Appendix E – Health & Safety Policy
- Appendix F – Contractor Safety Program
- Appendix G – 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 supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7 ADDENDA

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

8 TENDER

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

9 TENDER DEPOSIT

- 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 March 1, 2026 and complete the work on February 28, 2029.
- 12.2 The Successful Tenderer shall be eligible for a maximum of two (2) one-year extensions upon mutual agreement between the City and the Successful Tenderer. The Successful Tenderer shall have an opportunity to submit updated pricing for each of the extension periods. The extension periods are as outlined below:
 - 12.2.1 Extension #1 – March 1, 2029 to February 28, 2030
 - 12.2.2 Extension #2 – March 1, 2030 to February 28, 2031

13 SITE CONDITIONS

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

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

14 PRIME COST AND CONTINGENCY SUMS

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

15 PERMITS AND INSPECTIONS

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

16 SUCCESSFUL TENDERER

- 16.1 Award of Contract by the City occurs once the Tenderer receives a Letter of Intent duly executed by Greg Breen, Director, Infrastructure & Operations of the City.
- 16.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide a Certificate of Insurance unless previously provided.
- 16.3 Within 10 working days of receipt of the Contract from the City, the Successful Tenderer shall duly execute the Contract and return the Contract to the City.

17 TENDER EVALUATION CRITERIA

- 17.1 Each Tender will be evaluated on the basis of a cost per point method whereby the City shall divide the Tenderer's price by their technical score. The City will have the sole and unfettered discretion to award up to the maximum number of points for each technical criterion 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 technical criteria noted below. The technical criteria and the maximum number of points for each criterion are as follows:

17.2.1 Experience 75 points

17.2.2 Safety Record 15 points

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.

18.1.1 Where a Tenderer is based outside the jurisdiction of Ontario, they shall provide a clearance certificate or letter indicating good standing from the Workers' Compensation Board in their jurisdiction. Upon award of the work, the Tenderer shall register within ten (10) days with the Ontario Workplace Safety & Insurance Board (WSIB), as required by the applicable legislation.

- 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 Certificate of Recognition Safety Program is not a requirement for participation in this Invitation to Tender, however, it may be included to support the Proponent's "Safety" criteria as evaluated under Section 17 of this document.

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 and services necessary for the execution and completion to the City's satisfaction the work as shown in the Agreement or herein specified and further agree to complete all for the considerations specified.
- 1.2 The contractor must adhere to and comply with the City of Kenora Health & Safety Policy, a copy of which is attached to the tender document (See Appendix E).

2. SEASONAL WORK

- 2.1 The Contractor will maintain:
 - 2.1.1 The following defined **Beaches and Beach Public Washrooms** as outlined in Section 4.2 below from one week before the long weekend in May to first Monday in October, annually;
 - 2.1.2 AND the following defined **Ball Diamond Public Washrooms** as outlined in Section 4.3 below from the Friday before the last weekend in April until the second Monday in October, annually;
 - 2.1.3 AND the following defined **Other Public Washrooms** as outlined in Section 4.4 below from one week before the long weekend in May to first Monday in October, annually.
- 2.2 The successful contractor shall be responsible for:
 - 2.2.1 **Spring clean-up** before season begins: (these dates may change depending on weather and water turn on dates)
 - 2.2.1.1 **Ball Diamond Washrooms** – Prior to Friday of the last weekend in April
 - 2.2.1.2 **Beach Washrooms**- Friday of the May long weekend
 - 2.2.1.3 **Beaches – debris & raking** – one week prior to May long weekend
 - 2.2.2 **Fall clean-up** after closing (Dates are subject to change to weather conditions):
 - 2.2.2.1 **Ball Diamond washrooms** – following first weekend in October
 - 2.2.2.2 **Beach Washrooms** – First Monday in October
 - 2.2.2.3 **Beaches – debris & final rake** – After first Monday in October

- 2.2.3 Inspect washrooms daily for maintenance problems and report all required repairs, by phone, text message, or email to the City of Kenora Manager of Facilities.

Office Phone: 807-467-2236

Work Cell: 807-464-0566

Email: ahodder@kenora.ca

- 2.2.4 Maintain all washrooms in a neat and clean condition at all times. This includes:

- 2.2.4.1 clean and sanitize all points of contact such as handles, toilets, sinks, paper product dispensers, soap dispensers, outdoor water fountains and lockers (inside and out) daily.
- 2.2.4.2 Sweep and wash (disinfect) all floors daily.
- 2.2.4.3 Walls, toilet partitions etc. to be spot washed on a daily basis in contact areas and washed weekly.
- 2.2.4.4 Sweep off all cobwebs, empty all garbage containers and re-stock all supplies as needed.
- 2.2.4.5 Cleaning supplies, including but not limited to mops, brooms, brushes, wipers, gloves, disinfectants, and garbage bags shall be the responsibility of the Contractor.
- 2.2.4.6 Toiletry consumables including soap, paper towels, toilet paper, and sanitary napkin bags shall be the responsibility of the Contractor.

- 2.2.5 Litter clean-up within the building, including but not limited to all garbage receptacles, garbage cans, and floor. Litter clean-up outside the building within 2 meters of the building's exterior shall be collected and removed. Garbage shall be removed from site daily. Disposal fees at the City of Kenora Landfill and Transfer Station shall be the responsibility of the Contractor.

- 2.2.6 Light duty repairs and maintenance are the responsibility of the contractor. Reoccurring events or any capital work must be reported to the City of Kenora's Manager of Facilities via phone, text, or email. Light duty repairs and maintenance include:

2.2.6.1 Toilet and urinal plunging

2.2.6.2 Light graffiti cleanup

- 2.2.7 Lockers are located at Norman Park and Garrow Park. The lockers are for day use only, any lockers with locks on them during evening lock up must be removed. Contents of the lockers will be

emptied and any contents of value delivered to the Facilities Manager and will be kept for three (3) calendar days at the Operations Facility located at 60 Fourteenth Street North.

2.3 Operating Hours for Washrooms

2.3.1 All beaches (Keewatin Beach, Norman Park and Garrow Park) must be cleaned, dragged and groomed daily before 9 a.m. Garbage and shoreline debris to be removed from area daily. Disposal fees at the City of Kenora Landfill and Transfer Station shall be the responsibility of the Contractor.

2.3.2 All public beach washrooms must be open and clean for public use at 9:00am and locked at 9:00pm.

2.3.3 All ball diamond washrooms must be open and clean for public use from noon until 9:00pm during weekdays and from 9:00am to 9:00pm on weekends.

2.4 **SEASONAL WASHROOM SPECIAL EVENTS / TOURNAMENTS:**

There may be changes to the above responsibilities based on scheduled special events or as requested by the City of Kenora Manager of Facilities or their designate. Special events and tournament times will require the washroom open at 8 a.m., unless otherwise specified by the City representative. Cleaning must be done prior to opening. Ball field dugouts shall be cleaned and garbage removed on Saturdays and Sundays and all statutory holidays only. Special events and tournaments will require additional maintenance, at least three (3) visits per day for garbage and debris clean up and removal, extra toiletries left on site, and removal of all garbage from site. Prepare for up to ten (10) special events per season at various locations.

2.5 An inspection at the beginning and end of season with the City of Kenora's Facilities Manager to review the sites shall be completed. Any damages found at the sites during the season shall be reported to the City of Kenora's Manager of Facilities via phone, text, or email.

3. YEAR-ROUND WASHROOMS

3.1 The Contractor shall maintain the **Self-Cleaning Washroom** at 15 Chipman Street from commencement of the contract on February 1, 2026, to completion of the contract on January 31, 2029, or as extended and agrees to:

3.1.1 Inspect daily for maintenance problems and report any and all required repairs by phone, text or email, to the City of Kenora Manager of Facilities.

Office Phone: 807-467-2236

Work Cell: 807-464-0566

Email: ahodder@kenora.ca

3.1.2 Maintain the self-cleaning washroom in clean condition as follows:

- 3.1.2.1 Clean and sanitize all points of contact such as handles, toilets, sinks, paper product dispensers, soap dispensers, outdoor water fountains and lockers (inside and out) daily.
- 3.1.2.2 Sweep all floors daily.
- 3.1.2.3 Spot wash all walls, floors, toilet partitions daily. Wash and disinfect all walls, floors, and toilet partitions on a weekly basis.
- 3.1.2.4 Sweep off all cobwebs, empty all garbage containers, and re-stock all supplies as needed.
- 3.1.2.5 Cleaning supplies, including but not limited to mops, brooms, brushes, wipers, gloves, disinfectants for Contractor cleaning, and garbage bags shall be the responsibility of the Contractor.

3.1.3 Washroom consumables including toilet paper, hand soap, and automated disinfectants shall be the responsibility of the Contractor. The approved products for this washroom are specified below. Any changes to these products must be approved by the Manager, Facilities Maintenance, prior to purchasing and use.

3.1.3.1 Hand Soap: Wood Wyant VERT-2-GO Hand Soap

3.1.3.1.1 Estimated Quantity: 36 liters/year



3.1.3.2 Toilet Paper: Any product compatible with SOFPULL dispensing system

3.1.3.2.1 Estimated Quantity: 360 rolls/year (1000 sheet)



3.1.3.3 Disinfectant: Wood Wyant VERT-2-GO Disinfectant

3.1.3.3.1 Estimated Quantity: 720 liters/year



3.1.4 Litter clean-up within the building, including but not limited to all garbage receptacles and floor. Litter clean-up outside the building within 2 meters of the building's exterior shall be collected and removed. Garbage shall be removed from site daily. Disposal fees at the City of Kenora Landfill and Transfer Station shall be the responsibility of the Contractor.

3.1.5 Light duty repairs and maintenance are the responsibility of the contractor. Reoccurring events or any capital work must be reported to the City of Kenora's Manager of Facilities by phone, text, or email. Light duty repairs and maintenance include:

3.1.5.1 Toilet and urinal plunging

3.1.5.2 Light graffiti cleanup

3.2 Operating Hours

- 3.2.1 The Self-Cleaning Washroom will open and close on its own schedule as set by the City. At the time of this tender, it is open from 7:00am to 9:00pm daily and any changes to that schedule shall be discussed with the successful contractor.

3.3 **SPECIAL EVENTS – THISTLE PAVILION**

- 3.3.1 The Thistle Pavilion Washrooms support events at the Jarnel Contracting Pavilion including concerts, markets, and fishing tournaments throughout the year.
- 3.3.2 The City may request the contractor to provide assistance for the maintenance of these washrooms during events at an hourly rate as submitted in the bid for this work. The successful contractor will be provided a minimum of five (5) working days' notice ahead of any special event work at the Thistle Pavilion.

3.3.3 Special event work at the Thistle Pavilion shall include:

- 3.3.3.1 Reporting maintenance problems and required repairs by phone, text, or email, to the City of Kenora Manager of Facilities.

Office Phone: 807-467-2236

Work Cell: 807-464-0566

Email: ahodder@kenora.ca

- 3.3.3.2 Clean and sanitize all points of contact such as handles, toilets, sinks, paper product dispensers, soap dispensers, outdoor water fountains and lockers (inside and out) throughout the event including a final cleaning at the completion of the event.
- 3.3.3.3 Sweep all floors throughout the event as needed including a final sweep at the completion of the event.
- 3.3.3.4 Wash and disinfect all walls, floors, and toilet partitions at the completion of the event. Spot wash as needed throughout the event.
- 3.3.3.5 Empty all garbage containers and re-stock all supplies as needed throughout the event. Remove all garbage from site at the completion of the event and leave supplies stocked.
- 3.3.3.6 Cleaning supplies, including but not limited to mops, brooms, brushes, wipers, gloves, and disinfectants for Contractor cleaning shall be the responsibility of the Contractor.

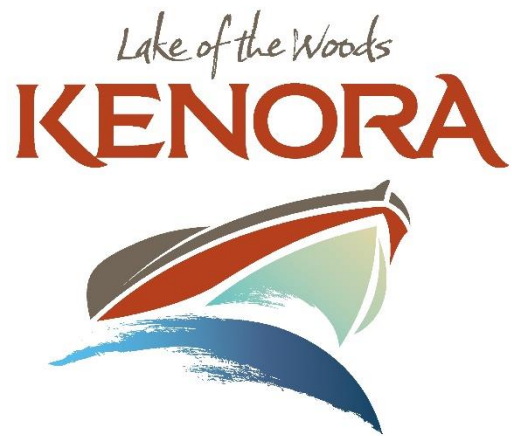
- 3.3.3.7 Washroom consumables including toilet paper, hand soap, paper towel, sanitary napkin bags, and garbage bags shall be the responsibility of the Contractor. The Contractor shall consider the cost for these materials in their hourly rate price.
- 3.3.3.8 Litter clean-up within the building, including but not limited to all garbage receptacles and floor. Litter clean-up outside the building within 2 meters of the building's exterior shall be collected and removed. Garbage shall be removed from site daily. Disposal fees at the City of Kenora Landfill and Transfer Station shall be the responsibility of the Contractor.
- 3.3.3.9 Light duty repairs and maintenance are the responsibility of the contractor. Reoccurring events or any capital work must be reported to the City of Kenora's Manager of Facilities by phone, text, or email. Light duty repairs and maintenance include:
 - 3.3.3.9.1 Toilet and urinal plunging
 - 3.3.3.9.2 Light graffiti cleanup
- 3.3.4 Invoices for Special Event work shall be separate from base contract invoices and specifically noted as "Thistle Pavilion Special Event" work.
- 3.3.5 The contractor may not undertake additional or special event work without the express consent of an authorized City of Kenora representative.

4. **LOCATIONS AND AREAS:**

- 4.1 See Appendix B for GIS imagery of each location.
- 4.2 Beach Public Washrooms
 - 4.2.1 Keewatin Beach – 1011 Beach Road
 - 4.2.2 Norman Beach & Park – 35 Minnesota Street
 - 4.2.3 Garrow Beach & Park – 110 Birchwood Crescent
- 4.3 Ball Diamond Public Washrooms
 - 4.3.1 Portage Bay Recreational Area – West Bay Road before Rockcliffe Road, Keewatin
 - 4.3.2 Millennium Ball Park – Fifth Street South, across from A&W
 - 4.3.3 Co-op Ball fields – 18 Bunny Street, Jaffray Melick
 - 4.3.4 Kenora Central Park – 700 First Street South
- 4.4 Other Public Washrooms
 - 4.4.1 Beatty Park – across from 102 Tenth Street, Keewatin
 - 4.4.2 McLeod Park – 114 Lakeview Drive

- 4.5 Year-Round Washrooms
 - 4.5.1 Self-cleaning Washroom – 15 Chipman Street
 - 4.5.2 Thistle Pavilion – 129 Bernier Drive

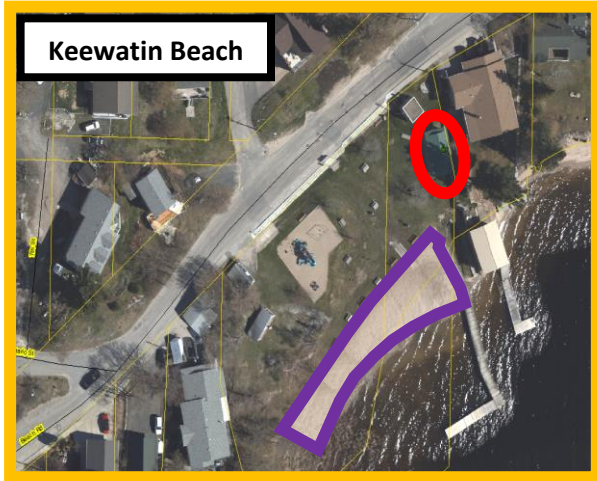
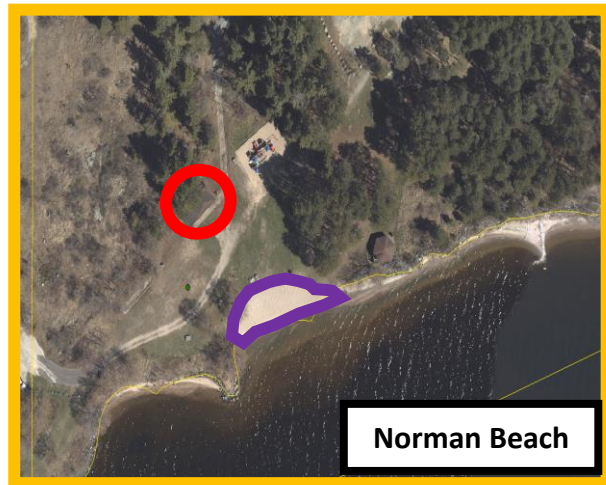
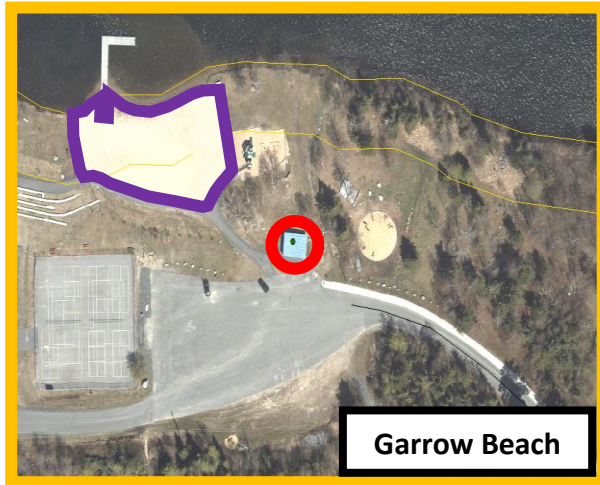
END OF APPENDIX A



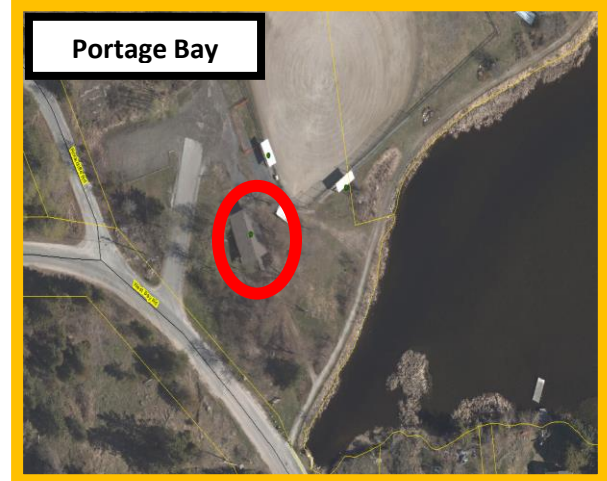
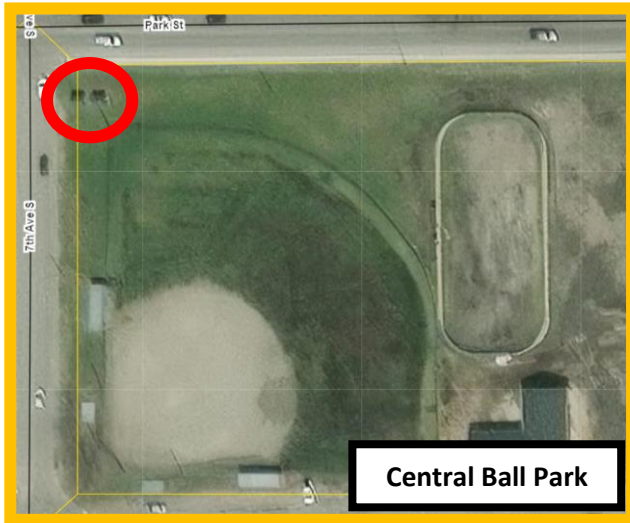
City of Kenora

Appendix B GIS Washroom Imagery

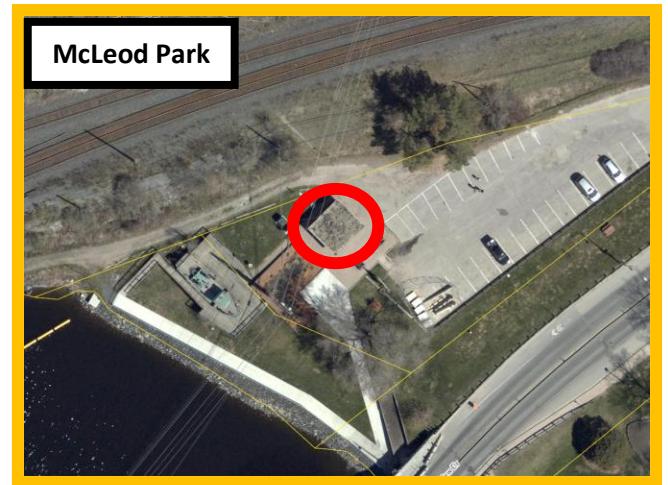
BEACH PUBLIC WASHROOM LOCATIONS



BALLFIELD WASHROOM LOCATIONS



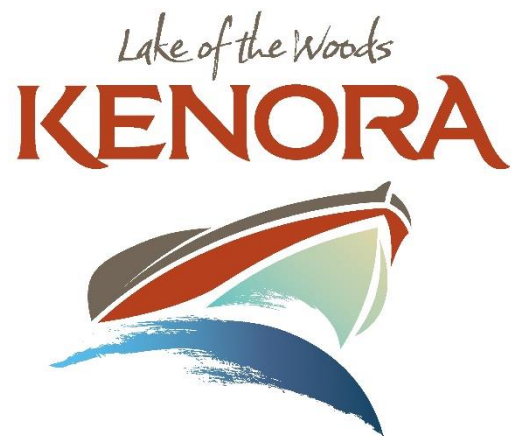
OTHER PUBLIC WASHROOM LOCATIONS



YEAR-ROUND WASHROOM LOCATIONS



END OF APPENDIX B



City of Kenora

Appendix C
Bid Form

BID FORM

Quotation Number: 26-999-1

Quotation Title: 2026-2029 Public Washroom & Beach Maintenance Contract (2025)

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 #1

Locations: Garrow Beach & Washroom, Norman Beach & Washroom, Keewatin Beach & Washroom, Beatty Park, McLeod Park

Billing Period	2026 Monthly Cost (combined for all locations listed above)	2027 Monthly Cost (combined for all locations listed above)	2028 Monthly Cost (combined for all locations listed above)
May	\$	\$	\$
June	\$	\$	\$
July	\$	\$	\$
August	\$	\$	\$
September	\$	\$	\$
October	\$	\$	\$
Annual Total	\$	\$	\$

Price Schedule #2

Locations: Central Ball Park, Co-Op Ball Park (Jaffray Malick), Millenium Ball Park (A&W), Portage Bay Ball Park

Billing Period	2026 Monthly Cost (combined for all locations listed this Schedule)	2027 Monthly Cost (combined for all locations listed this Schedule)	2028 Monthly Cost (combined for all locations listed this Schedule)
April	\$	\$	\$
May	\$	\$	\$
June	\$	\$	\$
July	\$	\$	\$
August	\$	\$	\$
September	\$	\$	\$
October	\$	\$	\$
Annual Total	\$	\$	\$

Price Schedule #3

Location: Self-Cleaning Washroom

Billing Period	2026 Monthly Cost	2027 Monthly Cost	2028 Monthly Cost	2029 Monthly Cost
January		\$	\$	\$
February	\$	\$	\$	
March	\$	\$	\$	
April	\$	\$	\$	
May	\$	\$	\$	
June	\$	\$	\$	
July	\$	\$	\$	
August	\$	\$	\$	
September	\$	\$	\$	
October	\$	\$	\$	
November	\$	\$	\$	
December	\$	\$	\$	
Annual Total	\$	\$	\$	\$

Price Summary

	2026 Annual	2027 Annual	2028 Annual	2029 Annual
Price Schedule #1				
Price Schedule #2				
Price Schedule #3				
Annual Subtotal (excl. HST)				
HST (13%)				
Annual Total				

The above prices are in Canadian funds. The 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 Additional Coverage Outside Contract

Weekdays \$ _____/hour

Weekends: \$ _____/hour

Statutory Holidays: \$ _____/hour

Enclosures to Bid Form:

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

1. Information supporting the Proponent's previous experience in work of a similar nature.
2. Information supporting the Proponent's safety record.
3. Proof of insurance or insurability in accordance with Section 11 of the Instructions to Tenderers
4. Proof of workers' compensation in accordance with Section 18 of the Instructions to Tenderers
5. A completed and signed copy of Appendix D – Undertaking to Comply.
6. A completed and signed copy of Appendix F – 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 have received the following addenda during the ITT process and have considered all information from the addenda in our Tender and costs:

<u>Addendum Number</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

- (d) 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;
- (e) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

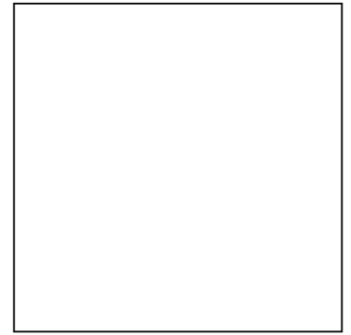
Signed, sealed, and submitted for and on behalf of:

Company:

(Legal Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)



Corporate Seal

(**must** be affixed for all corporations
submitting a bid)

Project Contact:

(Staff Name)

(Email)

Signature:

(Authorized Signing Agent Signature)

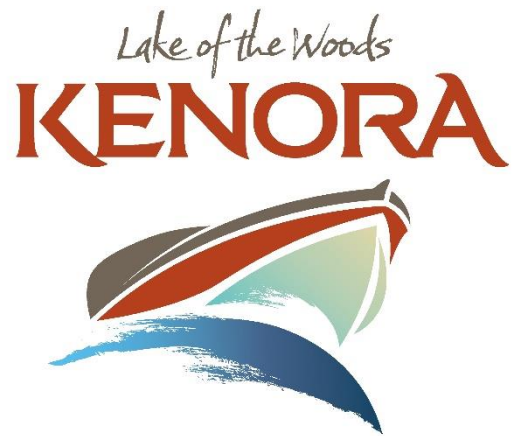
(Name & Title of Authorized Signing Agent)

Witness:

(Witness Signature)

(Name & Title of Witness)

Dated at _____ this _____ day of _____, 2024



City of Kenora

Appendix D
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

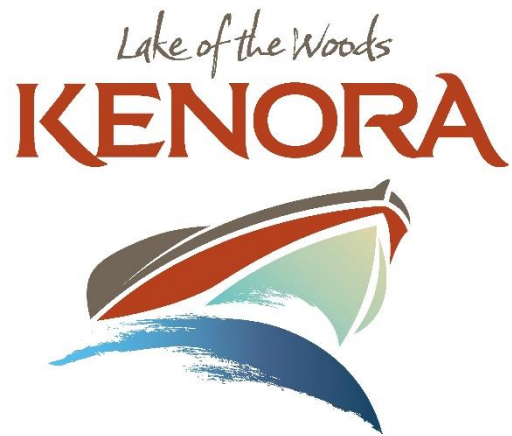
Witness:

(Print Name)

(Signature)

(Date)

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



City of Kenora

Appendix E
Health & Safety Policy

Health and Safety Responsibilities - Contractors

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

POLICY NO.	PAGE	OF
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

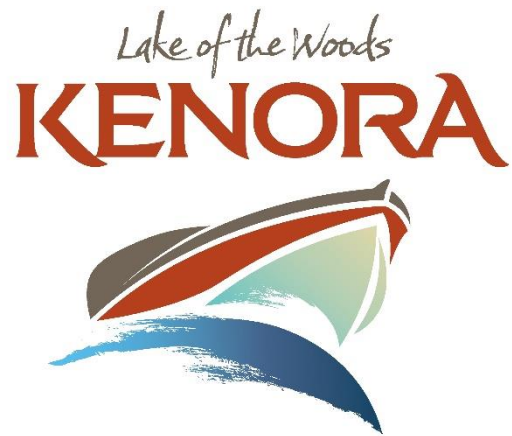
TRAINING

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 F
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)

City Representative Name

Owner of the Contracted Services

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.

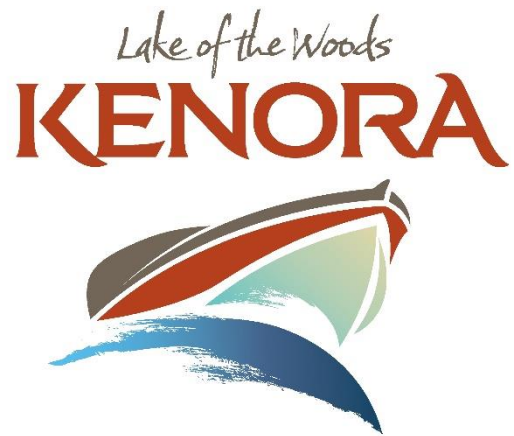
For tender contracts it will be the responsibility of the department issuing the tender to obtain the required information from the contractors. For contracts that are not tendered, the City Representative will be responsible for obtaining this information.

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.



City of Kenora

Appendix G
Draft Fee for Service Agreement



FEE FOR SERVICE AGREEMENT

BETWEEN:

CITY OF KENORA

AND:

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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 1st day of March, 2026;
- (d) **"Completion Date"** means the 28th day of February, 2029, 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 of its subcontractors) to perform any of its obligations under this Agreement the City may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the City in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The City may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the City to the Contractor, provided that such action shall not be deemed a waiver of any action that the City may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

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

Per:

Signature

Andrew Poirier

Mayor

Per:

Signature

Heather Pihulak

City Clerk

[NAME OF CONTRACTOR]

Per:

Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Position of Authorized Signing Officer

Per:

Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

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, specifically Appendix A, as issued January 15, 2026, 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 March 1, 2026.
3. **"Completion Date"** means February 28, 2029.
4. The City's address for notice is:
CITY OF KENORA
1 Main Street South
Kenora, ON P9N 3X2

Telephone: 807-467-2000

Attention: Manager of Facilities
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 Invitation to Tender documents, specifically Appendix A, as issued January 15, 2026, 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

2. The billing schedule for this contract shall be separated as follows. Invoices may be combined for each month but shall include separate line items for the different areas.

Billing Period	Seasonal Washrooms	Self-Cleaning Washroom	Monthly Total
2026 – February			
2026 – March			
2026 – April			
2026 – May			
2026 – June			
2026 – July			
2026 – August			
2026 – September			
2026 – October			
2026 – November			
2026 – December			
2027 – January			
2027 – February			
2027 – March			
2027 – April			
2027 – May			
2027 – June			
2027 – July			
2027 – August			
2027 – September			
2027 – October			
2027 – November			
2027 – December			
2028 – January			
2028 – February			
2028 – March			
2028 – April			
2028 – May			
2028 – June			
2028 – July			
2028 – August			
2028 – September			
2028 – October			
2028 – November			
2028 – December			
2029 - January			

3. Where there is a disruption to washroom service lasting longer than three (3) days, such as a prolonged closure of a washroom facility due to maintenance and where cleaning service is paused as a result of the disruption, the City shall receive a credit for the time when service is not provided in an amount proportional to the length of the closure.

4. For Seasonal Special Events/Tournaments and Thistle Pavilion Special Events, the contractor may be requested to provide additional services at an hourly rate. The Contractor shall invoice this work separately and shall report the actual staff hours worked on the invoice. The City will provide a minimum of five (5) working days of advance notice ahead of the requested additional work. When additional work is authorized by the City, it shall be at the following rates:

Weekdays	\$ _____/hour
Weekends	\$ _____/hour
Statutory Holidays	\$ _____/hour