



Invitation to Tender

CITY OF KENORA

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders
for:

Rural Roadside Ditching and Brushing
(the "Project")
Tender Number: 3157110-25

Will be received
by:

City of Kenora
(the "City")

at:

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

Time and date for Tender Closing is:

11:00:00 a.m. CST/CDT on October 02, 2025
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to:
Rural Roadside Ditching and Brushing.
2. All written inquiries regarding the technical aspects of the Work shall be emailed to rwilcott@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 and email inquiries will not be replied to.
3. 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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (60) days following the end of the day of the Tender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
3157110-25
Roadside Ditching and
Brushing**

INSTRUCTIONS TO TENDERERS

1 BACKGROUND

- 1.1 The City of Kenora (the "CITY") is seeking tenders for the Rural Roadside Ditching and Brushing (the "WORK") as more particularly set out in Appendix "A" attached to these instructions to Tenderers.
- 1.2 The CITY will receive sealed tenders until 11:00:00 a.m. CST/CDT on **October 02, 2025** ("Tender Closing"). Emailed or Faxed tenders will not be accepted and will be returned to the Tenderer.

2 SUBMISSION OF TENDERS

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

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

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

3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services 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 of a trivial nature, or the Tender is noncompliant in a trivial manner.
- 3.3 The CITY shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies

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

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

4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

5 TENDER DOCUMENTS

- 5.1 The documents for the Tender are:

- Invitation to Tender
- Tender form
- Instructions to Tenderers
- Appendix A – Tender Bid Form (Unit Price)
- Appendix B – GIS Maps - Locations

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

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

6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the CITY at least 10 calendar days prior to the Tender Closing. Where necessary the CITY shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the CITY shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the CITY shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the CITY, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7 ADDENDA

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

8 TENDER

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

8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or

8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.

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

9 TENDER DEPOSIT – NOT USED

9.1 N/A

9.2 N/A

9.3 N/A

9.4 N/A

10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS – NOT USED

10.1 N/A

10.2 N/A

10.3 N/A

10.4 N/A

10.5 N/A

10.6 N/A

10.7 N/A

10.8 N/A

10.9 N/A

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 within 10 working days after receipt of the Letter of Intent from the City and shall complete the Work by the dates specified in the Contract, **November 28, 2025**.

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 Goods and Services 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 **Roger Wilcott, Roads Manager** of the CITY after **Roger Wilcott, Roads Manager** has been duly and legally authorized by the CITY to send such Letter of Intent.

16.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall **Certificate of Insurance unless** previously provided.

16.2.1 N/A

16.2.2 N/A

16.3 N/A

16.4 **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.

16.5 Within ten (10) working days of receipt of a Letter of Intent in accordance with Article 16.1, the Successful Tenderer shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.

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

17 WORKERS' COMPENSATION

- 17.1 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.
- 17.2 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.
- 17.3 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
- 17.3.1 the CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and
 - 17.3.2 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
 - 17.3.3 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.
- 17.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.
- 17.5 The CITY will reject any Tender which fails to comply with the provisions set out in Article 18.

18 REGISTRATION

- 18.1 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.
- 18.1.1 Scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the work.

19 TENDERS EXCEEDING BUDGET

- 19.1 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.

- 19.2 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.
- 19.3 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.
- 19.4 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:
- 19.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;
 - 19.4.2 In particular, the CITY's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and
 - 19.4.3 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.

20 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT

20.1 N/A

21 CANADIAN FREE TRADE AGREEMENT

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

22 ACCEPTANCE OR REJECTION OF TENDERS

- 22.1 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.

23 LAW AND FORUM OF TENDER

- 23.1 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.

24 ACCEPTANCE PERIOD

- 24.1 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.

Appendix A – Scope of Work

The City of Kenora requires Roadside Ditching and Brushing Services to maintain safe and functional municipal roadways. In the performance of the work, the Contractor shall adhere to the Ontario Traffic Manual – Book 7 Temporary Conditions.

1. Brushing

The brushing component of the work shall involve the mechanical or manual clearing of brush, trees, and overhanging vegetation within the municipal road allowances. The intent of the brushing program is to:

- Improve sightlines at intersections and curves.
- Enhance overhead clearances for larger vehicles.
- Ensure roadside clearances for maintenance equipment.
- Maintain snow storage areas for winter operations.
- Improve driving services by reducing shading, ice buildup, and drifting.

The following standards apply to brushing operations:

- Work must be performed using a mounted-type brusher or equivalent equipment with a minimum reach of ten (10) meters.
- Brushing will be carried out only on City ROW,
- Bush must be cut to a height of no more than six (6) to eight (8) inches above ground level.
- Cut brush material must be mulched or cut to a maximum length of twelve (12) to eighteen (18) inches.
- All stumps shall be mulched to near ground level where safe and feasible, except in areas where rocks or ground conditions may cause safety issues or equipment damage.
- Partial removal or raking of limbs is prohibited unless necessary to improve sightlines or vehicular clearance. If required, it should be hauled away with ditching material.
- Trees shall not be pushed over unless the entire tree is removed or mulched.
- Brushing must proceed up to existing ROW widths or fence lines where applicable, with care taken to prevent fence damage. Any damage to fences or private property is the contractor's responsibility.
- Top-down mulching operations must ensure that as much material as possible is reduced to ground level.

- The City assumes no responsibility for damage to equipment caused by rocks, debris, or other hazards on the right-of-away.
- Brushing locations will be designated by the City's Roads Manager or their designate.
- All operations must comply with Ontario Traffic Manual Book 7 traffic control requirements, including appropriate city communications, warning signage and working lights
- Brushing must be scheduled to minimize impacts if work is carried out during half-load restrictions and adverse road conditions.

2. Ditching

The ditching component of the work shall involve the excavation, cleaning, and restoration of roadside ditches to ensure proper drainage along municipal roads. Contractors must ensure positive drainage is achieved through out all completed work, correcting pooling or inadequate flow conditions at their own expense.

The following applies to ditching operations:

- Ditch cleaning ensures unobstructed water flow, including lowering of raised shoulders if required.
- Ditch material to be hauled to City landfill but must be scaled at the City Transfer Station for record keeping. Contractor will not be charged dumping fees. Material to be used for landfill coverage.
- Removal of mulching if required for sightlines to be hauled with ditching materials.
- Erosion and sediment control as needed.
- Safe traffic control setup in accordance with Ontario Traffic Manual Book 7.
- Restoration of disturbed areas, or grading.
- Debris removed from roadways where work is being carried out.

TENDER FORM

Tender Number: 3157110-25

Tender Title: 2025 Roadside Ditching and Brushin

We, _____
 (Company)
 of _____
 (Business Address)

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

| 2025 Roadside Ditching and Brushing Unit Price Tender Form | | | |
|--|-------------|------|------------------------|
| Item | Description | Qty | Unit Price (excl. HST) |
| 1 | Ditching | 1 km | \$ _____ |
| 2 | Brushing | 1 km | \$ _____ |

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

Declarations:

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) we hereby acknowledge and confirm that the City has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (d) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature:

Name & Title:

(Please Print or Type)

Witness:

Dated at

_____ this _____ day of _____, 20____