



REQUEST FOR PROPOSAL

RDS-2026-09

PROFESSIONAL DESIGN SERVICES FOR FUEL FILLING STATION

David Armstrong
Manager of Public Works
Town of Gananoque
30 King Street E
Gananoque, Ontario

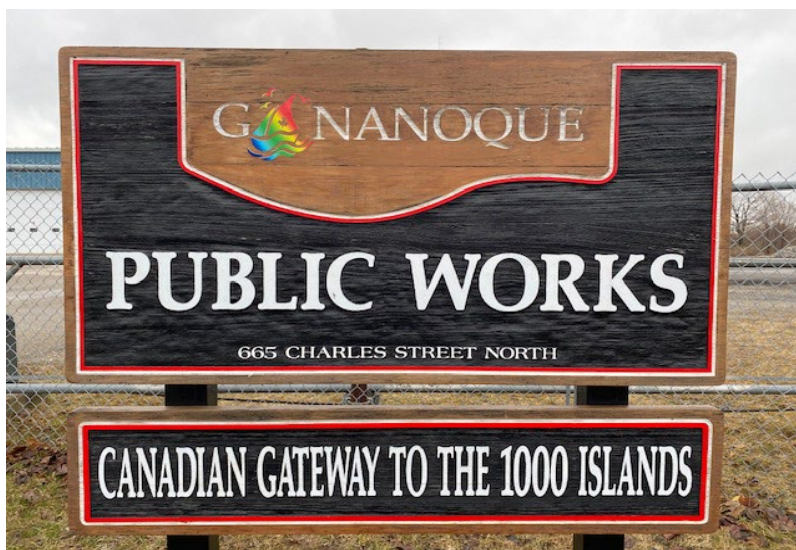
1.0 INTRODUCTION

The Town of Gananoque is a historic waterfront community located along the St. Lawrence River in Eastern Ontario. With a population of more than 5,000 residents and over 2500 households, the Town provides a wide range of municipal services focused on maintaining infrastructure, supporting community well-being, and ensuring a high quality of life. Gananoque's municipal government is committed to transparency, accountability and effective service delivery. The Town undertakes regular capital projects and operational initiatives to maintain and improve public assets and services. Through its procurement processes, the Town seeks qualified vendors, contractors, engineers and consultants capable of delivering reliable, high-quality work in accordance with municipal standards and applicable regulations.

The meaning of "Gananoque" is a debated term of Indigenous origin, with proposed interpretations including "rocks rising out of the water," "water rising over rocks," "Town on Two Rivers" and "place of health," reflecting its geography where the Gananoque River meets the St. Lawrence River. The name was given by First Nations peoples to the area where the river flows over rocks and was a recognized place for healing and harvesting for thousands of years.

The Town of Gananoque owns and maintains the Public Works Yard at 665 Charles Street N, that houses an office, garage and operations fleet. The Town's intention is to build a fuel filling station for municipal use at this location.

The Town of Gananoque, otherwise referred to as "the Town", is seeking RFP submissions from qualified Respondents for the professional design of a fuel filling station at 665 Charles Street N, in 2026.



RFP Closing Date: **October 7 , 2026**

RFP Closing Time: **1:00 p.m.**

RFP Submissions: **www.biddingo.com**

2.0 INTERPRETATION / DEFINITIONS:

In this document,

- a. Agreement means a legally enforceable promise between two or more parties that creates mutual obligations, meaning one party commits to performing specific actions or refraining from certain actions, and this commitment is backed by the law.
- b. Bidder, Proponent or Respondent means any Engineer/Consultant submitting a Bid for this RFP.
- c. Bid means the proposal as submitted and the related price.
- d. Contract defines the undertaking by the Town and the Engineer/Consultant to perform their respective duties, responsibilities and obligations.
- e. Engineer means a qualified professional who utilizes scientific principles, mathematical methods, and practical experience to design, build, evaluate and improve structures, systems, or processes, ensuring functionality, safety, efficiency and sustainability.
- f. Consultant means any qualified individual, partnership, corporation, or joint venture retained by the Client to deliver expert advice and/or professional services related to the planning, design, management, or implementation of the works, in accordance with the terms and conditions of the Contract.
- g. Town means The Corporation of the Town of Gananoque and its successors, assigns and "Owner". In this document it may be referred to as the Town.
- h. Owner means the party to the Contract whom the Work is being performed for.
- i. Worker/Employee means a competent person who is trained, knowledgeable and capable of completing defined work at a productive rate deemed reasonable by the Public Works Manager.
- j. Request for Proposal (RFP) means a structured document that outlines the requirements, scope, timeline and expectations for delivering a particular service, inviting external teams to submit proposals on how they would execute it.
- k. Specifications, Special Provisions means the instructions to Bidders, any other documents listed in the RFP and any Addenda thereto issued by the Town.
- l. Scope of Work means the Work and services required by the Contract documents.

3.0 INFORMATION TO BIDDERS

The Town of Gananoque, otherwise referred to as "the Town", is seeking RFP submissions from qualified Respondents for the professional design of a fuel filling station at 665 Charles Street N in 2026.

RFP Closing Date: **October 7, 2026**

RFP Closing Time: **1:00 p.m.**

RFP Submissions: **www.biddingo.com**

Questions Deadline: **September 30, 2026 at 10:00 a.m.**

4.0 INFRASTRUCTURE INFORMATION

The Town currently operates two (2) diesel fuel tanks located at the Public Works Yard, 665 Charles Street North. The existing tanks are situated in the lower yard area of the Public Works facility, which will become redundant upon the construction and commissioning of the proposed fuel dispensing station. The proposed location for the new fuel filling station is identified on the map provided in the **Location** section of this RFP.

5.0 GENERAL

1. All Request for Proposal submissions must be submitted via www.Biddingo.com on the forms supplied by the Town.
2. Any other form of submission will not be accepted.
3. The lowest or any bid not necessarily accepted.
4. The Town reserves the right to reject any or all submissions, proposals, quotations, as a whole or in parts, and waive formalities in the best interest of the Town, without stating reasons. Therefore, the lowest or any submission may not necessarily be accepted. If there is a limited number of submissions the Town reserves the right to terminate the RFP process or make further requests for submissions.
5. Only complete submissions will be considered. Additionally, the Town reserves the right to waive minor defects, reject any or all bids, or reissue bids if it is in the Town's best interest. The Town reserves the right to terminate an RFP process at any time, without stating reasons.
6. By accessing an electronic RFP package on Biddingo.com you are considered registered for this RFP. Registered Bidders should receive notifications through Biddingo.com, however it is the responsibility of the interested Bidder to ensure all notifications are received and reviewed.
7. The Town may choose to issue addendums to provide clarification or additional information during an RFP process. Addenda will be uploaded on Biddingo.com and it shall be the responsibility of the Bidder to ensure any or all Addendums have been reviewed and are included with the Bid submission. If addendums are not included with submissions, bids may be rejected.
8. Bids received after the deadline will be rejected.
9. Questions received after the deadline will not be considered.
10. All questions must be submitted via Biddingo. Questions submitted via email will not be considered.
11. Bid submissions are generally opened publicly immediately following the closing date.
12. An RFP submission must meet all required specifications.

13. It is the responsibility of a Bidder to understand the terms and conditions outlined in the RFP document prior to submitting a Bid.
14. The Standard RFP Terms & Conditions form a part of each RFP and apply in like force to contracts for the purchase of any materials, supplies, equipment and services.
15. All RFPs submitted to the Town will bind Bidders to the Terms and Conditions herein.
16. All Bids received will be held in strict confidence until after the closing date and time.
17. The successful bidder must meet all required health and safety standards as per the Ontario Health and Safety Act, Workplace Safety Insurance Board (WSIB) and Ministry of Labour requirements.
18. Bids submitted for consideration will be evaluated on specifications, total price, warranty, vendor past performance/references, work experience, staffing and equipment requirements, after sales service, delivery date and any other factors which the Town deems appropriate for the best value for the Town.
19. The Bid Price shall be for the complete work as specified in the RFP and must include all labour, material, overhead, profit, supervision, statutory and delivery charges and be in Canadian dollars.
20. The Town is subject to payment of sales and excise taxes imposed by the Federal and Provincial Governments and such taxes must be included in RFP prices, as a separate line item, unless otherwise specified in RFP.
21. All components must be free from deficiencies that may affect their operation or serviceability.
22. Bidders must declare that the RFP is not made in connection with any other Bidder submitting an RFP for the same commodity(ies) and is in all respects fair and without collusion or fraud. The Bidder must declare that there is no conflict of interest. In order to ensure fairness, the Town reserves the right to disqualify, at any time and at its sole discretion, any Respondent engaging in lobbying in connection with a competitive bidding process. The Town may disqualify a Respondent at any time in the procurement process, including after the selection process, if the Town determines it may give unfair advantage to one Respondent relative to others. Lobbying may include: verbal or written communication with or to any Town staff or Council member other than those identified as contacts in the RFP; verbal or written communication with any expert or advisor assisting in the evaluation selection process; any communication with the RFP evaluation or selection team other than those identified as contacts within the RFP; direct or indirect requests by the Respondent to any person, organization or group to provide written or verbal expression of support not required by the competitive bidding process; no member of Council or employee of the Town has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the said contract.
23. The Town meets the definition under the Broader Public Sector to access Ontario Government purchasing discounts and Vendors of Records. Bidders should price accordingly.

24. The Town will not be liable to reimburse any bidder for any costs associated in developing a RFP submission, attending meetings, demonstrations, legal services or any other service that may be required in the bid submission process.
25. A Bid submission may be withdrawn at any time prior to the RFP deadline, by sending an email to pwmanager@gananoque.ca from the firm's senior official authorizing the withdrawal. The Town may verify the withdrawal with a telephone call to the firm's senior official. There shall be no withdrawals following the closing deadline.
26. Consideration may be given, at the Town's discretion, to items varying slightly from specifications. Bidders are required to show exact details of the variations being offered for consideration.
27. Collection of Personal Information and Confidentiality Provision – Any personal information collected through the RFP process will be done so, and managed, in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Any personal information collected is being done so for the purposes of proposal review and potential Engineer/Consultant selection. All responses to this RFP shall only be treated as Third Party Information and/or Economic or Other Interests in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act where an explicit request to do so is provided in writing in the proposal. Submission of a proposal, without this explicit request, shall constitute consent for disclosure in accordance with the Act. The information contained in this RFP shall be utilized by the Bidder, solely for the purposes of preparing a submission. Any other use of the information for any other purpose is not authorized by the Town.
28. Standard Terms and Conditions – The Town maintains a standard terms and conditions that apply to this RFP, a copy of which can be found within the Town's Procurement of Goods and Services Policy.

6.0 INSURANCE

WSIB Compliance

The successful Engineer/Consultant must comply with all applicable regulations of the Workplace Safety and Insurance Board (WSIB) in relation to the contract work and all individuals employed in connection with it. A valid WSIB Certificate of Clearance must be provided to the Town prior to the commencement of work and must be maintained in good standing for the duration of the contract.

Engineer/Consultant Liability

The successful Engineer/Consultant shall be fully liable for any injuries or fatalities to persons, and for any damage to property arising from their operations and their employees, whether on-site or off-site. The Engineer/Consultant shall indemnify and hold harmless the Town of Gananoque from any and all claims, actions, damages and associated costs resulting from negligence, substandard workmanship or materials, or any other cause related to the execution of the work.

Insurance – Liability, Automotive and Non-Owned Automobile Insurance

Without in any way limiting the liability of any successful Engineer/Consultant, the Engineer/Consultant shall:

- a. Maintain and keep in force during the term of the contract, General Liability Insurance protecting the Engineer/Consultant's liability, legal or assumed, under the contract for all claims arising from personal injury to members of the public, damage to property of public including loss of use of such property and the minimum insurance shall be \$5,000,000.00.
- b. Maintain and keep in force during the term of the contract, automobile and non-owned automobile insurance on all vehicles used in connection with the work under this contract. Such insurance is to carry the minimum limit of \$2,000,000.00.
- c. Maintain and keep in force during the term of the contract, Engineer/Consultant's contingent liability insurance.
- d. Deposit with the Town, before commencing any work under this contract, a certificate of insurance detailing the coverage and expiry date for all policies duly executed by the insuring company stating that if said policies are cancelled or changed in any manner, sixty (60) days written notice of such change or cancellation will be given to the Corporation of the Town of Gananoque, Clerk. The Town shall be shown as an additional insured.

7.0 EVALUATION

The Town shall use the following chart for the evaluation of all proposals submitted.

<u>Overall Impression</u> – The overall quality and depth of the proposal	15%
<u>Qualifications</u> – The overall capabilities, strengths, depth and strength of organizational structure and qualifications of individual team members	20%
<u>Experience</u> – The overall experience based upon history of successfully providing similar services. References may be contacted to verify satisfactory performance on similar projects	20%
<u>Proposed Approach</u> – The overall proposed approach to the project, including work plan/timelines and deliverables	15%
<u>Professional Fees</u> – Cost breakdown and deliverables that provide a clear understanding of the work plan	30%

8.0 AWARD

1. Lowest Bid not necessarily accepted.
2. Bid submissions are generally opened publicly immediately following the closing deadline, unless otherwise advertised. Public openings are a process to announce and record all bids received prior to the deadline. Bidders should note that the pricing information read aloud is **preliminary** in nature and is considered **unofficial**. Unofficial results should not be construed as an indication

of the successful Bidder. All documentation is subject to review for mathematical accuracies, compliance with the specifications and terms and conditions of the contract and Council approval.

3. The Bid submitted shall remain valid for at least ninety (90) days from the RFP Closing Date.
4. A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing, necessary to meet satisfactorily the requirements set forth or implied in the RFP.
5. The Town reserves the right to terminate the contract for sufficient cause, including but not limited to poor performance, late delivery, inferior quality, incorrect pricing or health and safety concerns. If the successful Proponent fails to perform the work properly or fails to perform any provision of this RFP, the Town may terminate the contract with written notice.
6. Consideration may be given, at the Town's discretion, to Bidders who can illustrate environmental innovation within their work practices or materials being used. Bidders are required to show exact details of their innovations.
7. Upon completion of the evaluation of Bids submitted, Staff will present their findings and recommendations to Council for approval. Following Council's approval, the Town will contact the successful Bidder and enter into an Agreement [which can be found in this RFP for reference].

9.0 TERMS OF PAYMENT and INVOICES

The Town's terms of payment are net thirty (30) calendar days following receipt of the invoice. Invoices are to be forwarded to Accounts Payable at accountspayable@gananoque.ca. Invoices submitted for goods not received or services not complete will be held until services are complete and deliveries are received.

10.0 TERMINATION

The Town reserves the right to terminate a Contract for sufficient cause, including but not limited to, poor performance, late delivery(ies), inferior performance or quality, incorrect pricing, health and safety concerns or failure to meet specifications and deadlines. If the Engineer/Consultant should neglect to perform the work properly or fail to perform any provision of the RFP, the Town may terminate the contract with notice to the Engineer/Consultant.

11.0 BIDDERS TO INVESTIGATE

It shall be the Bidder's responsibility to undertake a thorough and personal examination and inspection of all components of the RFP documents and the respective proposed work site(s). In the process undertake whatever means necessary as they may prefer to thoroughly investigate and fully understand all aspects, conditions and elements of the work(s) being proposed. The Bidder shall carefully examine all available information so that the prices proposed are commensurate with the nature of the work.

12.0 HEALTH AND SAFETY

Health and Safety is very important to the Town. All bidders shall ensure that they retain a regulated, valid Health and Safety Plan that conforms to the Occupational Health and Safety Act, (OHSA) R.S.O. 1990, as well as the 25 regulations under the OHSA, and all amendments held within. The Town supports a safe and healthy workplace, as well as holds the health and safety of its residents, staff, business owners and visitors as high priority.

The successful bidder must submit their Health and Safety Plan to the Town prior to commencement of the Work.

13.0 TAX CHANGES AND ADJUSTMENTS

Where the Engineer/Consultant benefits from a change in Canadian federal or provincial taxes, the Engineer/Consultant shall submit to the Town a statement of such benefits. This statement shall be submitted no later than 30 days after the date of acceptance of the work.

The Town reserves the right to make deductions from regular progress payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set-off from Contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs, at which time the final payment adjustment will be determined.

14.0 EMPLOYMENT

The Engineer/Consultant under this Contract:

- a) Employ only persons legally allowed to work in Canada and in employing persons, refrain from discrimination against any person by reason of race, color, religious views or political affiliations
- b) Employ staff who have been trained in Health and Safety

15.0 ENGINEER/CONSULTANT RESPONSIBILITY

The Engineer/Consultant accepts all responsibility for the actions of its employees and any damages, either real or perceived. The Town is deemed to be saved harmless in relation to any actions brought against the Engineer/Consultant.

16.0 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Pursuant to the Accessibility for Ontarians With Disabilities Act (AODA), 2005, Regulation 191/11 (the Act), the Engineer/Consultant shall ensure that all of their employees, agents, volunteers, or others who will be involved in providing service on behalf of the Town, receive training about the provision of goods and services provided to people with disabilities. The Engineer/Consultant shall submit to the Town, documentations describing their accessible training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees.

The Town reserves the right to require the Engineer/Consultant, at the Engineer/Consultant's expense, to amend their training policies, practices and procedures, if the City deems them not to be

in compliance with the requirements of the Regulation. The Engineer/Consultant shall only assign those employees who have successfully completed training, in accordance with Section 5 of the Integrated Accessibility Standards (IASR), to provide services on behalf of the Town of Gananoque.

17.0 CONTRACT TIME

The successful Engineer/Consultant will be required to commence the work shortly after the Agreement has been executed and shall submit their final professional design to the Town no later than December 31, 2026

18.0 CO-ORDINATION MEETINGS

The successful Engineer/Consultant will be contacted by the Manager of Public Works or a Designate to co-ordinate a start-up meeting. A competent representative from the firm must attend the start-up meeting or any other meetings as deemed necessary to coordinate the successful completion of the project. At the start-up meeting, the Engineer/Consultant will provide a work schedule that indicates anticipated start and completion dates. Lines of communication creating a one window approach between the Town and the Firm as it relates to disseminating information or dealing with potential conflicts will be discussed.

19.0 SCOPE OF WORK

Scope of Professional Services

The Consultant shall provide all engineering and related professional services required for the planning and design of a municipal fuel filling station, including preparation of tender-ready documents. The scope of work shall include, but not be limited to, the following:

19.1 Site Feasibility Assessment

- Review and confirm the feasibility of the proposed facility location.
- Assess site constraints, including setbacks, access requirements, fuel delivery vehicle access, internal vehicle circulation, and impacts to existing utilities and infrastructure.
- Identify any issues that may affect the suitability of the proposed location.

19.2 Site Investigation and Information Gathering

- Identify and coordinate any survey, utility locating, geotechnical, environmental, or other investigations required to support the design.
- Review and incorporate findings into the proposed facility design.

19.3 Fuel Storage and Dispensing System Design

- Determine the appropriate fuel storage tank configuration and dispensing system based on the Town's operational requirements.

- Recommend suitable equipment and system layouts to support current and future fleet operations.

19.4 Civil, Mechanical and Electrical Design

The Consultant shall prepare designs for all required facility components, including:

- Site grading and drainage;
- Spill containment measures;
- Bollards and vehicle protection systems;
- Fuel storage and dispensing infrastructure;
- Electrical servicing and distribution;
- Site lighting;
- Fuel management and monitoring controls; and
- Any other ancillary works required for a complete and operable facility.

19.5 Regulatory Approvals

- Identify all approvals, permits, and regulatory requirements associated with the project.
- Coordinate with the applicable agencies and authorities, including but not limited to, the Technical Standards and Safety Authority (TSSA), Electrical Safety Authority (ESA), and any other agencies having jurisdiction.
- Prepare and submit supporting documentation as required. Acquire permits on behalf of the Town.

19.6 Detailed Design and Tender Documents

- Prepare design drawings, technical specifications, and all other documentation necessary to support public tendering and construction of the works.
- Provide a complete tender-ready package suitable for municipal procurement.

19.7 Opinion of Probable Construction Cost

- Prepare an opinion of probable construction cost based on the proposed design.
- Update the estimate throughout the design process as appropriate.

19.8 Design Review Milestones

The Consultant shall provide design submissions for review at the following stages:

- 60% Design;
- 90% Design; and
- Final Design.

Each submission shall include sufficient detail for review by Town staff and incorporation of comments before proceeding to the next phase.

19.9 Tender and Construction Services

Proponents shall clearly identify whether the following services are included in their fee proposal or are available as optional services:

- Tender assistance, including responding to bidder inquiries and preparation of addenda;
- Tender review and award recommendations;
- Contract administration;
- Construction inspection and field review services; and
- Construction-phase engineering support.

20.0 SPECIAL PROVISIONS

20.1 Existing Fuel System and Decommissioning

The Consultant shall assess the existing diesel fuel tank and associated equipment and identify the requirements for its decommissioning, removal, relocation, or continued use. Where removal is recommended, the design and tender documents shall address the removal and lawful disposal of residual fuel, tanks, piping, dispensers, electrical components, concrete pads, and other associated infrastructure. The Consultant shall also identify any environmental investigation, soil sampling, remediation, regulatory notification, or site restoration that may be required.

20.2 Environmental Protection and Spill Management

The proposed design shall incorporate appropriate measures to prevent fuel releases from entering the municipal sewer systems, surface drainage system, surrounding soil, or groundwater.

The Consultant shall assess and address, where applicable:

- Impervious fueling and fuel-delivery surfaces;
- Site grading and drainage isolation;
- Spill containment and interception;
- Overfill protection and leak detection;
- Emergency shut-off provisions;
- Spill-response equipment;
- Protection of tanks, dispensers, and piping from vehicle impact; and
- Management of contaminated water or other liquids generated during a spill or emergency response.

Any recommended environmental assessment, soil or groundwater investigation, or other specialized environmental work shall be clearly identified, together with whether it is included in the Consultant's proposed fee.

21.0 LOCATION

The proposed location of the fuel filling station is at the Public Works Yard at 665 Charles Street N, Gananoque, Ontario. The google image below is for reference only. See the area marked in yellow of proposed location. Site visits will be required by the successful firm to determine feasibility of proposed location, setbacks, electrical, accessibility, measurements, drawings, etc.



20.3 DEF Storage Building Design

The Consultant shall provide a separate provisional price for the design of a small, insulated and heated building for the storage and dispensing of Diesel Exhaust Fluid (DEF) for the Town's diesel fleet.

The provisional design shall include all required architectural, structural, civil, mechanical, electrical, ventilation, lighting, servicing, access, containment, and equipment requirements necessary to provide a complete and functional facility. The Consultant shall also identify any applicable permits, approvals, and operational requirements.

The provisional item shall include the required design drawings, technical specifications, and an opinion of probable construction cost. The Town reserves the right to include or exclude this item from the final scope of services.

BIDDER INFORMATION SHEET

Company Name	
Contact Name	
Position	
Address	
Phone Number	
Email Address	
HST #	

BID FORM

Item	Description	Total Price
1	Professional Design Services for a Proposed Filing Station at the Town's Public Works Yard at 665 Charles Street North	\$
PRICE (excluding HST) TOTAL		\$

Signature

Design Completion Date: _____ Initials: _____

It shall be a condition of the contract to be entered into, pursuant to this RFP process, that all applications under this contract shall be completed prior to the design completion date (above).

Notes

1. All design work to conform to the TSSA, ESA, Ontario Provincial Standard Specification (OPSS), Ontario Provincial Standard Drawings (OPSD) and Town of Gananoque Standards where applicable and to the manufacturer's instructions for proprietary products.

Signature

21.0 BIDDER'S EXPERIENCE

The Town requires the Bidder to provide three (3) examples of similar work experience to that being proposed, which was successfully completed.

Year	Description of Contract	Performed For	Bidder's Project Foreman	Approximate Value
				\$
				\$
				\$

22.0 REFERENCES

The Town requires the Bidder to provide three (3) references for work previously completed.

REFERENCES	Contact Name	Phone Number

BIDDER DECLARATION FORM

I/We (enter name) _____

Title/Position _____

Organization or Business _____

(the undersigned) have carefully examined the RFP documents and specifications and am fully informed as to the Town's requirements. I/We hereby offer to supply the specified truck, complete with all equipment for the price listed in the Bid Form.

I /We declare that no person, firm or corporation other than the one who's signature or the signature of whose proper officers is attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

I/We further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no Town employee, or Member of Council and their families is, or will become interested directly as a contracting party or otherwise or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/We further declare that the several matters stated in the said RFP are in all respects true.

I/We further declare that I/We have examined the Request for RFP in detail and hereby propose and offer to enter into a Contract to provide all of the items mentioned and described or implied therein, including, in every case, freight, duty exchange, and to accept in full payment therefore, the sums calculated in accordance with the actual quantities provided, and Unit Prices attached to this Bid.

I/We agree that this offer is to continue open for acceptance until a formal contract is executed or a Purchase Order is issued to the successful Bidder.

Signature of Authorized Officer

Date

Seal (if applicable)

Name of Authorized Officer (please print) _____

Signature of Witness

Date

Name of Witness (please print) _____

COPY OF THE AGREEMENT TO BE ENTERED INTO

**CORPORATION OF THE TOWN OF GANANOQUE
AGREEMENT**

BETWEEN: The Corporation of the Town of Gananoque
(Hereinafter referred to as “the Town”)
OF THE FIRST PART

AND: Successful Bidder
(Hereinafter referred to as “the Proponent”)
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Town of Gananoque to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Town of Gananoque is desirous of engaging successful bidder to provide services for professional design services for [to be completed for each project];

NOW THEREFORE the Town and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide the services/scope and undertake the work as set out in RFP [insert name and number here]; attached hereto as Schedule []; the proposal submitted by the Proponent dated [insert date here], attached hereto as Schedule []; Addendum #[], attached hereto as Schedule [] [if applicable]; all documents forming part of this Agreement.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Town, unless the use of subcontractors is expressly stated in the proposal submitted by the Proponent and accepted by the Town.
4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Town of Gananoque, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Town for any expenses it may have to pay as a result of the Proponent neglecting to do so.

5. The Town agrees to pay the Proponent the fees and disbursements for services for the [insert project here] to an upset limit of \$xxxxxx.00, exclusive of HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Town. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Town for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Town hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Town, the Proponent and the Town hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Town's auditor with respect to any financial matters involving business between the Proponent and the Town.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Town as a named insured. A copy of the insurance policy shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Town upon the commencement of the Agreement.
11. [Successful bidder] shall indemnify and hold the Town of Gananoque harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by [successful bidder], its officers, employees or other persons for whom [successful bidder] is legally responsible arising out of this agreement.
12. The *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Town of Gananoque receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Town and/or the Province upon request.
13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Town and shall be surrendered to the Town immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of*

Information and Protection of Privacy Act, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Town.

14. The Town of Gananoque has the right to terminate this contract at anytime throughout the duration should the Proponent fail to meet the Town's expectations described in Schedule [X] ; or should the Proponent fail to supply the services as required in order for the Town to meet regulatory standards; or should the Proponent repeatedly fail to meet deadlines and expectations.
15. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Town and the Proponent.
16. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Dated this _____ day of _____, 2026.

THE CORPORATION OF THE TOWN OF GANANOQUE

[Name], Mayor (SEAL)

[Name], Clerk

SUCCESSFUL BIDDER

"I/We have the authority to bind the Corporation" Date _____