



CS-2025-01 REQUEST FOR PROPOSAL Supply and Installation of Dog Park Fencing

Due:

11:00 am (Local Time) July 3, 2025

Deliver To:

**Cathy McNally
Director of Community Services
80 Gore Street East,
Perth, Ontario
K7H 1H9
Email: reception@perth.ca**

**Tel: 613-267-3311 Ext 2227
Website: www.perth.ca/bidsandtenders**

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1 Information for Contractors

1.1 Overview

The Corporation of the Town of Perth is seeking submissions from experienced contractors to supply and install fencing for the purpose of an enclosed dog park located at Darou Farm (2845 Rideau Ferry Road, Perth, Ontario, K7H 1P9). Landscape Plans and details in Section 3 below.

1.2 Closing Date and Submission Requirements

- Email responses for this Request for Proposal will be accepted. Emails are to be sent to reception@perth.ca with the email titled "RFP Submission CS-2025-01– Supply and Installation of Dog Park Fencing - Contractor Name". Appendix G is not required for an emailed submission. Facsimile (fax) responses will not be accepted.
- Manual submissions must be provided in a sealed envelope, with three (3) copies of the Submission Package included, clearly marked with the return address label (attached), will be received at the front counter at the Perth Town Hall 80 Gore Street East, Perth, ON, K7H 1H9.
- All submissions must be received no later than **11:00 am Local Time – Thursday, July 3, 2025**.
- **Late submissions will NOT be accepted and will be returned unopened to the Contractor. no exceptions.**
- Delivery of Submissions by a courier service shall be the responsibility of the Contractor and will be rejected if the envelope/package is delivered to a location other than which is stated in the document and the envelope/package fails to be delivered to the Town prior to the closing date and time.
- Submissions must be signed by the person authorized to sign on behalf of the Contractor and bind the Contractor to statements made in the response to this Request for Proposal.
- The terms and conditions of this Request for Proposal offer shall remain firm and open for acceptance by the Town of Perth for a period of ninety (90) days.
- The Contractor must agree to abide by all the clauses and conditions laid out in this document and the successful Contractor's accepted Request for Proposal.
- The Town of Perth accepts no liability for the costs and expenses incurred by the Contractor.
- The Contractor shall be solely responsible for the delivery of their Request for Proposal in the manner and time prescribed.
- The Town of Perth reserves the right to:

1. cancel the Request for Proposal call and not accept any Proposal at all and/or re-issue the Request for Proposal in its original or revised form;
 2. cancel the Request for Proposal call and not accept any submission at all if the costs exceed the budget amount;
 3. reject any submission that fails to comply with the response requirements. Adherence to the response requirements is required to ensure an effective evaluation of all submissions.
- The lowest or any Proposal will not necessarily be accepted.
 - The Town of Perth may select one or more Contractors from the submissions received for an interview/presentation session prior to making a final selection.
 - Contractor submissions in response to the RFP will be incorporated into the final agreement between the Town of Perth and the selected Contractor.

1.3 Project Plan and Timeline

This section should detail the various tasks and deliverables of the project and relate them to a project timeline. A listing of the steps to complete the work described in Section 3 should be included along with the timeline, (Appendix 'A').

1.4 Contractor Teams/Sub-Contractors

Contractor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost and delivery for the services required by the Town of Perth. All sub-trades required to facilitate the scope of work for this project will be the responsibility of the Contractor. A declaration of subs is required as part of the submission for this Request to Proposal. Sub-contractors could include Masonry, HVAC, Electrical, Metal fabrication, Carpentry, Craning, Paving/Landscaping (for repair of the grounds if needed), Scaffolding/Overhead protection, interior protection and more. The Town of Perth will recognize the integrity and validity of Contractor team arrangements provided that:

- the arrangements are identified, and relationships are fully disclosed, and,
- a prime Contractor is designated which will be fully responsible for all contract performance.

The Contractor must identify and list their team members and their sub-contractors in Appendix 'B'.

1.5 Addenda Acknowledgement

Acknowledge and include signed copies of all Addenda, attached as part of Appendix 'C'.

1.6 References

The Contractor must complete the References form, attached as Appendix 'D'.

1.7 Declaration

The Contractor must complete the Declaration Form, attached as Appendix 'E'.

1.8 Contractor Checklist

The Contractor checklist should be used to ensure that all required documents have been included in the RFP submission, attached as Appendix 'F'.

1.9 Return Address Label

Affix the label to the front of the Contractor's sealed submission, attached as Appendix 'G'.
(if you are submitting by mail)

1.10 Price (to be submitted in a separate envelope)

The Contractor must provide a breakdown of related costs as required in Appendix 'H'.

This Appendix must be submitted in a separate envelope (via mail) or a separate PDF document (via email).

Note: Failure to include the response to the requirements listed above may result in your submission being disqualified.

1.11 Evaluation Factors for Award

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration to the chart below. Evaluation of submissions will be based upon the Contractor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

Area	Proportion
Material Type and style of fencing and gates proposed for the project.	25%
Experience and Qualifications <ul style="list-style-type: none">Contractor's past history of successfully supplying and installing fencing.Contractors' capability, the depth/strength and the qualifications of individual team members.Related experience specific to dog park fence installation or projects	15%
Project Plan and Timeline	10%
Professional Fees	50%

1.12 Questions / Discrepancies

- Contractors who find any discrepancies or omissions in this RFP, or who have any

doubt as to the intent or meaning of anything contained therein, shall direct questions, in writing (by e-mail), to the following:

Cathy McNally
Director of Community Services
Email: cmcnally@perth.ca

- All questions/discrepancies identified must be sent to the Town at least five (5) business days prior to the proposal due date as per the chart in 1.14.
- Copies of all questions and answers and any addenda will be sent in accordance with the timings details in the chart in section 1.14.
- Only formal written responses to properly submitted questions will be binding on the Town of Perth.
- All responses by the Town of Perth (addenda) must form part of the Request for Proposal submission by the Contractor.

1.13 Addenda

Contractors may be advised by addenda, of required additions, deletions, or alterations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the Request for Proposal documents and shall be allowed for in arriving at the total submission price. Contractors shall insert and state on the Addenda Acknowledgement Form (Appendix 'C'), in the space provided, any addenda received by them during the Request for Proposal period.

1.14 Request for Proposal / Project Schedule

The schedule for this Request for Proposal is as follows:

Event	Date
RFP posted and available to Contractors	June 11, 2025
Optional Site Meeting	June 19, 2025 10:00 am
Last date for questions	June 26, 2025, 11:00 am
Last date for answers out to Contractors	June 30, 2025, 11:00 am
Proposal submission due date	July 3, 2025, 11:00 am
Target date for review of submissions	July 7, 2025
Target date for contract award	July 11, 2025
Target Project Start Date	August, 2025

1.15 Optional Site Meeting

An optional site meeting will be held on Thursday, June 19, at 10:00 a.m. at Darou Farm, located at 2845 Rideau Ferry Road, Perth, ON K7H 1P9.

1.16 Public Opening

All submissions will be opened at the Perth Town Hall, located at 80 Gore Street East, Perth, Ontario, on the same day and time as the closing date. The opening will be open to the public, and all submissions will be considered public documents, subject to information requests.

2 General Conditions

The following section forms an integral part of this Request for Proposal and must be considered in completing a response to this Request for Proposal. The Contractor must agree to abide by all the clauses and conditions laid out in this Request for Proposal.

2.1 Definitions

Wherever the word "**Owner**" is used in these documents, it shall mean the Town of Perth.

Whenever the word "**Request for Proposal**" is used, it shall mean and include the agreement to do the work entered into with the Owner, the Information for Contractors, General Conditions, Scope of Work / Special Provisions, Form of Submission, the Request for Proposal and other documents referred to or connected with the said Request for Proposal.

Whenever the word "**Contractor**" is used it shall mean the individual, firm, company or corporation who has undertaken to carry out this Contract.

Whenever the words "**Successful Contractor**", or "**Contractor**" are used it shall mean the individual, firm, company or corporation whom a contract is awarded to.

Whenever the singular or masculine is used in this document, it should be considered as if the plural or feminine has been used where the context so requires.

2.2 Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Contractor's discretion. Withdrawal notification must be in written form, signed, and must be submitted to Cathy McNally, Director of Community Services cmcnally@perth.ca. No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

2.3 Award of Contract

The award of this contract is subject to approval by the Council of the Town of Perth.

2.4 Insurance

2.4.1 Comprehensive General

The successful Contractor shall, at their expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the municipality, including the following:

- 2.4.1.1 Issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the Contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners &

contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employer's liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion;

2.4.1.2 The municipality shall be named as an additional insured;

2.4.1.3 This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the municipality.

2.4.2 Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

2.4.3 Indemnity

The successful Contractor agrees to fully indemnify and hold harmless the municipality from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the municipality may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the Contractor, their agents, officers, employees or other persons for whom the Contractor is legally responsible, unless such losses are caused solely by the municipality's own negligence or misconduct.

The policies shown above shall not be cancelled unless the Insurer notifies the municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the municipality.

2.4.4 Proof of Insurance

The successful Contractor shall at their own expense within ten (10) days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the municipality with evidence of coverage as noted above.

2.4.5 Workplace Safety and Insurance Board (WSIB)

The successful Contractor must be covered by WSIB and is required to provide a valid WSIB certificate for the duration of the contract.

2.5 Assignments and Sub-Contractors

The successful Contractor shall not assign, transfer or sublet this contract or any part thereof without the written consent of the Owner. This contract and everything therein contained shall be binding upon the parties hereto, their respective successors and assigns.

If the services proposed by the Contractor include the use of sub-contractors, they must be identified. The Contractor will assume full responsibility for any services provided by any sub-contractor. Contractors shall indicate and state on the Price Submission Form all sub-contractors doing work on this project.

2.6 Interpretation

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final. The Owner will be represented by the Director of Community Services.

2.7 Verbal Arrangement

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The successful Contractor must produce written authority in support of their contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Owner, or in prosecuting any claim against the Owner.

2.8 Document Requirements at Time of Contract Execution

Subject to an award of the Proposal, the successful Contractor is required to submit the following documentation in a form satisfactory to the Owner for execution within ten (10) working days after being notified to do so:

- a) Insurance documents listing all coverages and amounts as indicated.
- b) Workplace Safety and Insurance Board (WSIB) Clearance Certificate.

2.9 Agreement

Should the Contractor's submission be acceptable to the Owner, then the Contractor shall enter into an agreement with the Owner. The form of Agreement shall be the sample Agreement as attached in this Request for Proposal document as Appendix 'I'.

2.10 Price and Taxes

All prices submitted shall be FIRM and shall include, without limitation, all required labour, materials, tools, supplies, equipment, and other services as described herein and elsewhere in this document. The quoted prices must clearly show the Harmonized Sales Tax (HST) as a separate item.

The price shown on the Price Submission Form must be fixed. All costs incurred by the Contractor in carrying out research, investigation or otherwise as may be necessary for the preparation of a response to this Request for Proposal, shall be borne by the Contractor and will not be chargeable in any way to the Town of Perth.

2.11 Approvals and Permits

Unless specifically stated in the Request for Proposal documents, the Contractor shall obtain and pay the fees for all approvals and permits required for or in respect of the project.

2.12 Warranty

The Contractor shall correct, at their own expense, any defects in the service. Further, the Contractor shall provide a name and cellphone number of the assigned personnel that will affect this warranty.

2.13 Non-Performance

The Owner reserves the right to withhold any payment in the event of non-performance. The Owner will give reasonable notice in writing prior to taking such action unless the non-performance prejudices the successful completion of the election.

2.14 Disqualification of Contractor

A Contractor offering products/services to the Town of Perth certifies that it has not communicated directly or indirectly their Request for Proposal to any competitor or any other person engaged in such line of business. Any or all submissions may be rejected if the Owner believes that collusion exists among the Contractors. Submissions in which the prices are obviously unbalanced may be rejected.

2.15 Incomplete Submissions

Responses to this Request for Proposal, which do not, in the sole opinion of the Owner, adequately address all the requirements listed in this Request for Proposal, may result in a request for clarification to the Contractor or be rejected outright, at the discretion of the Owner.

2.16 Freedom of Information

Any personal information collected by or on behalf of the Town of Perth under this Request for Proposal is subject to the Municipal Freedom of Information and Protection of Privacy Act. The information provided to the Town of Perth may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Town of Perth's decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the municipality/Owner.

2.17 Termination

The Owner may terminate the agreement for breach of contract with thirty (30) days' notice in writing to the other party. The Owner may terminate the contract if the successful Contractor does not fulfill any part of the terms and conditions or requirements of the agreement.

In case the Contractor defaults or delays in executing the work satisfactorily, the Owner may give notice to the Contractor in writing that the Contractor has made such default. Should the Contractor fail to remedy satisfactorily such defaults without delay, or should the Contractor become insolvent or abandon the work or otherwise fail to observe the provisions of the agreement, then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the Contractor's hands and employ person or persons such as he may see fit to complete the work so taken over. In any case, the Contractor shall be chargeable with and remains liable for all loss or damage, which may be suffered by the Owner

by reason of such a default.

3 Scope of Work & Special Provisions

3.1 Scope of Work for the Supply and Installation of Dog Park Fencing

3.1.1 General Description

The Darou Farm is a recreational greenspace primarily utilized since 2021 for residents to enjoy as a walking trail. An off-leash dog park has been approved by the Council as a new addition to the property. The municipality is seeking qualified contractors to supply and install the required fencing as per the Dog Park landscape plan, attached hereto as Schedule 'A'.

The landscape plan (Schedule 'A') shows the design for a dog park at Darou Farm, with distinct fenced areas for small and large dogs, a location for gated entry area, a location for double gate entry for maintenance equipment, and an estimated total fencing requirement of approximately 1,175 feet. The project will also incorporate the removal of old fencing on the north side of the proposed park space as well as prepare the site for installation.

Each bidder may submit multiple types and designs of fencing materials within their proposal, provided they are appropriate for an off-leash dog park (e.g., chain link fencing, post and rail agricultural-style fencing, vinyl, etc.) and meet accessibility guidelines.



Overhead view of the approximate location for the dog park within Darou Farm.

3.1.2 Project and Fencing Specifications

The following requirements must be met:

- Fencing must have a minimum height proposal between 5'-6' (to prevent jumping)
- Fencing must have no gaps or openings at the base (to prevent dogs escaping)
- Fencing must be comprised of durable, chew-proof material and rust resistant hardware

- Fencing must have safe surface finishes (no sharp hardware or splinters for animals and humans to avoid injuries)
- All mature trees must stay in place and not be disrupted
- Fencing must comply with AODA, regulations for gate width and operation.
 - Gates must have a minimum clear opening of 850 mm (33.5 inches) to accommodate mobility devices like wheelchairs and walkers
 - Gates must have lever-style handles and avoid high thresholds
- Fencing must comply with all Ontario safety standards.
- The contractor is responsible for all necessary site preparation, including the removal and proper disposal of some existing fencing located on the north side of the site.
- In regard to all fencing footings and fencing installation, rock drilling, or tree root removal may be required. It is the responsibility of the contractor to assess site conditions and account for potential subsurface rock or hard ground in their pricing quote.

3.2 Underground Service Locates

It will be the responsibility of the successful Contractor to request any, and all underground service locates. Any damage that occurs to the property of these utilities, caused by neglect of the successful Contractor, shall be the Contractor's responsibility.

3.3 Security and Safety

The Contractor must ensure that the site be kept safe from the public at all times during installation. The Contractor shall take all necessary precautions to ensure the safety of personnel and equipment use on the site and the safety of the public. All Ontario Occupational Health and Safety Regulations must be followed. The Contractor must, at their expense provide, erect and maintain all barriers, fences or other proper protection to ensure the site is safe and secure. Contractors must demonstrate that the employees to be conducting the work are certified to work at heights and that appropriate harnesses and fall arrest systems will be used.

3.4 Project Conditions

The Contractor must maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

3.5 Town Representative

The Town's Project Manager for this project is the Director of Community Services. On-site support will be provided by Community Services and Environmental Services team members.

3.6 Supervision of Installation

The provision of project supervision by Town staff is not to be considered a substitute for proper supervision of the work by the Contractor. The Contractor shall ensure the quality of the work and time for completion is in keeping with the contract.

3.7 Regulations

The Contractor shall collaborate with the Town's Representative and By-law enforcement service provider to ensure the parking receipts issued are consistent with the laws of the Town and any applicable Provincial law or regulation.

3.8 Working Hours

Working hours for the installation contract generally will be weekdays from 8:00 am to 4:30 pm, however, extended hours may be approved. Working on Sundays or statutory holidays requires approval from the Town.

3.9 Clean Site Condition and Restoration

The Contractor shall restore all disturbed areas to an equivalent or better condition than existed prior to the commencement of the contract. Costs of all restoration shall be included in the unit price for the main work.

3.10 Workmanship

The workmanship shall be of a uniform high quality, with regard to accuracy, completeness, efficiency, safety, and established best practices.

3.11 Final Review – Project Completion

The Contractor shall notify the Town Representative in writing when, in the Contractor's opinion, the work has been substantially performed. Any deficiencies, errors, omissions or defects in equipment identified by municipal staff will be addressed in a timely manner. Final payment for the project will be made upon staff being satisfied that the equipment has been properly installed, is functioning as promised and all necessary training has been completed and staff capable of daily operation of the equipment.

3.12 Warranty

The Contractor shall warrant the completed installation of the fencing to be free of significant defects in workmanship and material for a period of two years from date of completion of the work.

APPENDIX 'A' PROJECT PLAN AND TIMELINE

The desired start timeline is August 2025. If you wish to complete these elements on a separate document, it is permitted to do so, but each appendix sheet must be signed.

Description of Project Plan: include the preparation and installation process including materials.

TIMELINE

[illegible]

Company Name

Signature

Print Name _____

Title

APPENDIX ‘B’ CONTRACTOR TEAM (including Sub-Contractors)

CONTRACTOR TEAM:

The Contractor shall list the names of **all team members** and sub-contractors to be used in the execution of this project. Qualifications and Experience must be included.

Team Member	Company Name and Contact Name	Team Member Qualifications and Experience

Company Name

Signature

Print Name

Title

APPENDIX ‘C’ ADDENDA ACKNOWLEDGEMENT

ADDENDA

I have received and allowed for _____Addenda (um) in preparing my RFP.

I have included signed copies of all Addenda (um) with this submission

Company Name

Signature

Print Name

Title

APPENDIX 'D' REFERENCES

Name of Company: _____

Please provide at minimum, three (3) references of similar projects completed since January 1, 2019.

References will be contacted at the sole discretion of the municipality. The municipality reserves the right, at its sole discretion, to investigate other than listed references.

NAME OF CLIENT	CONTACT NAME & PHONE NUMBER	DESCRIPTION OF PROJECT

Note: The Contractor may provide additional information relevant to their experience and past projects.

These references have been submitted by:

Name

Signature

Title

APPENDIX 'E' DECLARATION

THIS PROPOSAL IS SUBMITTED BY: _____

TO THE TOWN OF PERTH

1. I, _____ of _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached below has any interest in this submission or in the contract proposed to be taken.

2. **I FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Submission for the same project and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no, Employee of the Town of Perth, Elected Officials, other than the person(s) shown on the Form of Submissions, is or will become interested directly or indirectly as a contracting part or otherwise 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 in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that the several matters stated in the said Submission are in all respects true.

5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services, and system mentioned for the municipal election for the prices stated on the Price Submission Form.

6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Contractor for the said project OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Owner may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Owner shall be an acceptance of this Proposal.

9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Owner shall be at liberty to advertise for new Request for Proposal, or to carry out the works in any other way they deem best, and I also agree to pay to the said Owner the difference between this Request for Proposal and any greater sum which the said Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposal; and to indemnify and save harmless the said Owner and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

_____/_____
(PRINT NAME) (SIGNATURE)

(ADDRESS)

(TITLE)

(EMAIL)

(WITNESS)

(POSTAL CODE)

(DATED)

APPENDIX 'F' CONTRACTOR'S CHECKLIST

This checklist is provided for the convenience of the Contractor to ensure that all required documents have been completed and enclosed in the Submission envelope in this order.

Please check (☐) the items required and return with your Submission.

- ☐ Project Timeline (Appendix 'A')
- ☐ Contractor Teams/Sub-contractors Form (Appendix 'B')
- ☐ Addenda Acknowledgement Form (Appendix 'C')
- ☐ References (Appendix 'D')
- ☐ Signed and witnessed Declaration (Appendix 'E')
- ☐ Return Address Label affixed to the front of your submission (Appendix 'G'). Not required for email submission

In a Separate Envelope

- ☐ Price Submission Form (Appendix 'H')

Future Requirements (Post Project Award)

- ☐ Workplace Safety and Insurance Board (WSIB) Clearance Certificate (required prior to execution of Agreement).
- ☐ Insurance Certificate (required prior to execution of Agreement).

APPENDIX ‘G’ RETURN ADDRESS LABEL

(Please affix this page to the front of your sealed envelope.)

FROM: _____

Contact: _____

DELIVER TO:

Cathy McNally
Director of Community Services
80 Gore Street East
Perth, Ontario, K7H 1H9
Email: reception@perth.ca

REQUEST FOR PROPOSAL - SEALED PROPOSAL

Description: Supply and Install Dog Park Fencing
Closing Date: July 3, 2025 @ 11:00 am (local time)

Late Submissions will **NOT** be accepted – **NO EXCEPTIONS**

<p>Receiving Staff Use ONLY</p> <p>Date & Time Received:</p> <p>Staff Initial: _____</p>

APPENDIX ‘H’ PRICE FORM – **TO BE SUBMITTED IN A SEPARATE ENVELOPE**

TOWN OF PERTH – SUPPLY AND INSTALL DOG PARK FENCING - CONTRACT CS-2025-01

OPTION #1 Description: _____

Description	Quantity	Unit Price	Total
Site Preparation			
Supply and Installation of fencing (including all gates and hardware)			
Labour			
		Sub-Total	
		HST	
*Note: Pricing must include all costs associated with the installation of fence posts, including any possible rock drilling, or tree root removal that may be required . It is the responsibility of the contractor to assess site conditions and account for potential subsurface rock or hard ground in their pricing quote.		TOTAL	

Company Name

Signature

Print Name

Title

OPTION #2 Description: _____

Description	Quantity	Unit Price	Total
Site Preparation			
Supply and Installation of fencing (including all gates and hardware)			
Labour			
<p>*Note: Pricing must include all costs associated with the installation of fence posts, including any rock drilling, or tree root removal that may be required. It is the responsibility of the contractor to assess site conditions and account for potential subsurface rock or hard ground in their pricing quote.</p>			
		Sub-Total	
		HST	
		TOTAL	

Company Name

Signature

Print Name

Title

APPENDIX 'I' AGREEMENT

This Agreement made in duplicate this ____ day of _____, 2025.

BETWEEN: The Town of Perth
(Hereinafter referred to as "Owner")

OF THE FIRST PART

AND: XXXXXX
(Hereinafter referred to as "the Contractor")

OF THE SECOND PART

WHEREAS authority is given under the Municipal Act for the Clerk to engage in contracts on behalf of the Owner for the purpose of providing contracted services;

AND WHEREAS the Owner is desirous of engaging the Contractor to undertake the Mill Street Playground Equipment Replacement;

NOW THEREFORE the Owner and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services and undertake the work as set out in the Form of Submission Document for the project (attached hereto as Schedule 'A') and as described in the proposal submitted by the Contractor and dated XXXX (attached hereto as Schedule 'B'), all documents forming part of this Agreement.
2. The Contractor guarantees that they will undertake the services as presented in this document, irrespective of other contracted obligations of the Contractor.
3. The Contractor shall not assign or sublet the whole or any part of this Contract without the prior written consent of the Owner, unless the use of sub-Contractors is expressly stated in the proposal submitted by the Contractor and accepted by the Owner.
4. The Contractor acknowledges that while performing the services under this Contract, that it is not an employee of the Town of Perth, 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 Contractor shall reimburse the Owner for any expenses it may have to pay as a result of the Contractor neglecting to do so.
5. The Owner agrees to pay the Contractor the fees and associated disbursements for the provision of (*service provided*) to an upset limit of \$XXXXX, exclusive of HST. Any additional expenditures or disbursements

shall not be incurred without the prior expressed written approval of the Owner through a Change Order process.

6. The Contractor will invoice the Owner for work that has been completed at key intervals as set out in (Appendix 'B'). 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 Owner 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 Contractor and the Owner, the Contractor and the Owner 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 Contractor will cooperate with the Owner's auditor with respect to any financial matters involving business between the Contractor and the Owner.
9. The Contractor shall, at all times during the term of this Agreement, maintain not less as per Section 2.4 of the RFP Document (Schedule 'A') with the Town as a named insured. A copy of the insurance policy shall be filed with the Owner upon the commencement of the Agreement and the Owner shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the Owner and shall be surrendered to the Owner immediately upon request for same. It is understood that in the collection of any information, that the Contractor 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 Owner, and as per Section 2.16 of the RFP Document (Schedule 'A').
11. 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 Owner and the Contractor.
12. This Agreement shall be subject to the applicable laws of Canada and Ontario.
13. Both the Workplace Safety and Insurance Board (WSIB) Clearance Certificate and proof of Insurance shall be provided to the Owner prior to the signing of the Agreement.

TOWN OF PERTH

Judy Brown, Mayor of the Town of Perth

Amanda Noël, Clerk of the Town of Perth

CONTRACTOR

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

RFP Deadline:

Thursday, July 3, 2025, 11:00 AM

**Cathy McNally
Director of Community Services
80 Gore Street East
Perth, Ontario, K7H 1H9
Email: reception@perth.ca**

**Late submissions will NOT be accepted
and will be returned unopened to the
Contractor, no exceptions.**

Rideau Ferry Road



Perth Dog Park

2845 Rideau Ferry Road
Perth, On

Date: 05-14-2025

LP LANDSCAPE PLAN

11x17 paper size