

Corporation of the Town of Mattawa



CLOSE CUT CLEARING – DORION ROAD HILL RECONSTRUCTION
PART A – PROPOSED BELL CANADA EASEMENT
HIGHWAY 17 SOUTHERLY
STATION 10+000 TO STATION 10+190
TOWN OF MATTAWA
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP)
CASE NUMBER 2019-04-1-1320420947

Sealed quotations plainly marked as to contents, will be received by the Town of Mattawa Chief Administrative Officer/Treasurer until 3:00 PM, Local Time Friday, November 12th, 2021, for the close cut clearing of the proposed Bell Canada easement along the west side of Dorion Road from Station 0+050 southerly to Station 10+190.

ITEM NO.	SPEC NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	OPSS 180, 201, 706, 805 SPI	Close Cut Clearing (including Traffic Control and Environmental Protection)	ha	0.38		
2	SPG General Provisions	Bonding and Insurance	l.s.	l.s.		

SPG – Special Provisions - General

SPI – Special Provisions - Items

TOTAL ABOVE: \$ _____

HST 13%: \$ _____

TOTAL QUOTATION AMOUNT \$ _____

Signature – Contractor's Representative

Contractor's Name

Address

Date

Telephone

e-mail

SPECIAL PROVISIONS – GENERAL

1. **Definition: Close Cut Clearing** – Means the cutting of all standing trees, stumps, brush, bushes and other vegetation at original ground level and the removal of felled materials and wind falls.
2. The per unit figures and the item total price shall include all applicable taxes to be shown separately as indicated.
3. The Quotation must be accompanied by a certified cheque in the amount of \$1,000.00 made payable to the Town of Mattawa and must be enclosed in the same envelope as the Quotation. A Bid Bond will not be accepted.
4. The work as shown on the attached plan and air photogrammetry and as outlined in this specification for Close Cut Clearing Part A - Proposed Bell Canada Easement is to be completed by December 17, 2021.
5. The Town must be notified by the Contractor at least five (5) days prior to the commencement of any operation.
6. It shall be the responsibility of the Contractor to obtain any Ontario Provincial Standard Specifications (OPSS) referred to in the quotation form. The OPSS can be found on line at <https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsViews.aspx>
7. Jp2g Consultants Inc. will be responsible for obtaining necessary permits from MTO.
8. Lowest or any quotation not necessarily accepted.
9. Fax submissions will not be accepted.
10. This offer shall be irrevocable for a period of fifteen (15) calendar days from the date of quotation opening.
11. Acceptance of this quotation by Town of Mattawa Council Resolution shall deem this quotation a binding contract. The project commencement date is anticipated to be November 29th, 2021.
12. OPS General Conditions OPSS.MUNI 100 (November 2019) shall apply to this contract.
13. The Contractor shall discharge all liabilities incurred for labour, materials and services used or reasonably required for use in the performance of this agreement on the date upon which each becomes due and all liabilities incidental thereto.
14. The Contractor understands and agrees that he shall be responsible for, and shall pay all dues and assessments payable under the Workplace, Safety and Insurance Board, the Unemployment Insurance Act or any other Act whether Provincial or Federal, and shall upon request, furnish the Town with satisfactory evidence showing compliance with the provisions of any such Act. If the Contractor fails to do so, the Town shall have the right to withhold payment of such sum or sums of money due that would be sufficient to cover default. The Town shall have the right to pay the same. Information on coverage under the Workplace, Safety and Insurance Board can be obtained directly from the Workplace, Safety and Insurance Board.
15. The Contractor covenants and agrees with the Town to indemnify it and save it harmless from all claims by third parties arising out of the performance of this agreement.

16. Town of Mattawa Dorion Road Hill Reconstruction Contract Administrator is as follows:

Rob Sapinski, P. Eng.
Senior Civil Engineer
Jp2g Consultants Inc.
Engineers · Planners · Project Managers
12 International Drive
Pembroke, Ontario K8A 6W5
Telephone: 613-735-2507 Ext. 116
e-mail: sapinski@jp2g.com

17. The Town of Mattawa will designate the work area as a construction zone with a reduced speed limit of 50 kph on Dorion Road.

18. Prior to initiating clearing the Town's Contract Administrator will complete the layout of the clearing limits as per OPS General Conditions of Contract GC 7.02. The Construction Administrator will flag clearing limits at 20 m intervals on tangent sections and 10 m intervals on curve sections with blue coloured flagging tape.

19. The Contractor will carry liability insurance in an amount not less than \$5,000,000 with a maximum deductible of \$5,000 to cover any possible claims by third parties due to this operation. A copy of this policy shall, upon request, be presented to the Town's Contract Administrator, Jp2g Consultants Inc. The above noted insurance will be continued in force for the duration of this contract.

Insurance Company _____

Policy Number _____

Amount _____ Expiry Date _____

In addition to the Town of Mattawa and its representatives including Jp2g Consultants Inc., Engineers · Planners · Project Managers, the insurance certificate must include indemnification of 'Her Majesty the Queen in the right of Ontario, Her Ministers, directors, officers, agents, appointees and employees and Her Majesty the Queen in right of Canada, her Ministers, directors, officers, agents, appointees and employees'.

20. If the Town of Mattawa is called upon to pay any such liability of the Contractor set out above, then the Town may deduct the amount so paid from any monies due, or that may become due to the Contractor. If there are insufficient monies due, or to become due to the Contractor to permit such deductions, the Contractor shall pay the Town upon demand an amount sufficient to make up the deficiency.

21. The Contractor declares that it will pay forthwith all Provincial and Federal Taxes that apply to this contract.

22. The Town is not to be deemed the employer of the Contractor or its personnel under any circumstances whatsoever.

SPECIAL PROVISIONS – ITEMS

1. If the contract is not completed in full on or before the date specified above, the Municipality may retain the deposit. The deposit is in lieu of liquidated damages and is not to be construed as a penalty.
2. OPSS MUNI 180 (Nov 2016) and OPSS MUNI 201 (Apr 2019), OPSS MUNI 706 (Apr 2018) and OPSS MUNI 805 (Nov. 2018) shall apply to this contract.
3. Basis of payment will be at the contract unit price.
4. A commence work order will be issued in accordance with the terms of the contract. A change in the date of commencement of the works shall not be grounds for any claim by the Contractor for additional payment.
5. Attached are:
 - Cover Sheet
 - Removal Drawing R-1
 - Photogrammetry
6. The Town of Mattawa will be responsible to identify the Part A Proposed Bell Canada Easement limits.
7. Clearing materials must be disposed of off the right-of-way at Town of Mattawa Light Industrial Park Lot 3 in accordance with OPSS.MUNI 180 (Nov. 2018) or, as approved by the Contract Administrator, portions of the clearing materials can be chipped and left within the proposed Bell Canada Easement or within the Dorion Road right-of-way. The chips are to be spread evenly and not placed in ditch lines, drainage courses, culverts and in accordance with OPSS MUNI 180 (Nov. 2018).

All clearing materials becomes the property of the Town.
8. Dorion Road is to remain open during the clearing operation with a minimum of one undisturbed lane of not less than 3.5 meters complete with 0.5 meter shoulder. Traffic control will be required for temporary stoppages. Traffic control of the roadway must adhere to the conditions set out in Book 7 of the Ontario Traffic Manual and a written description must be provided by the contractor including
 - Emergency vehicle access
 - Reference to Ontario Traffic Manual Book 7 Typical Layouts
 - Traffic Staging
 - Construction Vehicle Access

The Traffic Control Plan is to be submitted to the Town of Mattawa Contract Administrator for review and approval a minimum of five (5) working days prior to commencement of work.
9. Existing maintained areas within the right-of-way damaged due to the Contractor's operations are to be reinstated to a clean, level, maintainable condition. Reinstatement of topsoil and seeding will not be required. The Contractor will be responsible to fully reinstate to original condition any areas of private property damaged as part of his operations.

10. For any rough grading required to reinstate and level disturbed areas to allow access by tracked vehicles the contractor may utilize the Town of Mattawa granular stockpile located on Lot 8 of the Town of Mattawa Light Industrial Park.
11. It will be necessary to remain aware of potential environmental impacts arising from the construction works associated with close cutting of Part A Proposed Bell Canada Easement as described herein. The Contractor will be responsible for the design, implementation, maintenance and removal of any erosion or sediment control measures that may become necessary to prevent sediment-laden run-off from entering any watercourse in accordance with OPSS MUNI 805.

An environmental protection plan is to be submitted to the Town of Mattawa Construction Administrator for review and approval a minimum of five (5) working days prior to commencing work.