



CONTRACT

**FOR SNOW REMOVAL AND WINTER MAINTENANCE OF THE ROAD NETWORK OF
THE MUNICIPALITY OF RAPIDES-DES-JOACHIMS – 2024 TO 2026**

PROJECT NUMBER: 2024-RDJ-02



1. THE CONTRACT AND REQUIREMENTS RELATED TO THE CONTRACT

Description of the contract and execution

The Municipality requires tenders for the snow removal and winter maintenance service contract for the municipal road network as described in section 11 "Technical specifications".

The purpose of the contract is to ensure the best possible execution of the work that the contractor undertakes to do according to the customs, the rules of the trade and the accepted practice for work similar to that described in the tender documents.

The contractor is responsible for the execution of all the work and assumes an obligation of result with regard to it. He must direct and supervise them effectively. He is solely responsible for the means, technical methods, sequences, procedures and coordination of the work.

The contractor must provide everything necessary for the execution of the work, and this, within the time limits stipulated in the contract. The contractor must ensure the availability of personnel, equipment and sand at all times to intervene within the required time on the road network.

Unscheduled works

If, according to the spirit of the contract, it becomes necessary to carry out work unforeseen in the contract, the Municipality notifies the contractor in writing with a view to reaching an agreement on the work to be carried out and on its price, by amendment to the contract.

This provision cannot be interpreted as justifying a reduction of the contractor's obligations as to the scope and nature of the services it must provide. Can only constitute unscheduled work an intervention that is not included, explicitly or implicitly, in the description of the work made in the tender documents.

Equipment required for the performance of the contract and availability

For the purposes of performing the contract, the tenderer must have in his possession (or ownership), at the time of submission of his tender, the material available (the material and equipment that he will use for the performance of the contract).

The tenderer must provide a complete list of the material and equipment in his possession, indicating the year, the make, the model of each of them, proof of registration and insurance. Failure to produce the required list results in the rejection of the bid.

The Municipality reserves the right to verify that the tenderer has the required equipment before awarding the contract; the absence of verification does not constitute a waiver by the Municipality of the requirement of possession of the equipment. A false statement will result in the automatic rejection of the submission.

The bidder must submit a letter certifying that they have sufficient sand and salt for the duration of the contract. Failure to produce this letter will result in the rejection of the bid.

Contract length

The contract begins on November 1, 2024 and ends on October 31, 2026.

Management party

The contractor is the only employer party with respect to the personnel assigned to the performance of the contract and must assume all the rights, obligations and responsibilities.

Conflicts of interest

The contractor must avoid any situation putting either its own interest or other interests in conflict, in particular, but without limiting the generality of the foregoing, the interest of one of its employees, representatives, agents, of its subcontractors, its subsidiaries or a related person, with the interests of the Municipality. If such a situation arises, the contractor must inform the Municipality as soon as possible; the Municipality may then indicate to the contractor, at its sole discretion, how to remedy this conflict of interest or terminate the contract.

Compliance with Applicable Laws

The contractor must comply with all applicable laws in Québec. Any violation of a law, regulation or order directly or indirectly related to the performance of the contract constitutes, on the part of the contractor, a failure to perform the contract.

Without limiting the generality of the foregoing, the contractor must make sure to hold the licenses and permits required by the laws, decrees or regulations before even starting the work. The duties to be paid are the responsibility of the contractor, who must assume sole responsibility for any claim.

Assignment of contract

The contractor may not transfer the rights and obligations arising from the contract to a third party, in whole or in part, unless he obtains the prior written authorization of the Municipality.

For the performance of the contract, the contractor may use subcontractors from the list of subcontractors that it has attached to its bid. However, despite the performance of work by the subcontractors, the contractor remains solely responsible for the execution of the contract with regard to the Municipality. It is in particular responsible for any damage caused by it, its employees, agents, representatives or subcontractors in the execution of this contract,

including any damage or any penalty resulting from a breach of a commitment made under this contract.

Termination

The Municipality reserves the right to terminate this contract for one of the following reasons:

- (a) the contractor is in default of fulfilling any of the terms, conditions or obligations incumbent upon it under this contract;
- b) the Municipality has repeatedly warned that the work carried out by the contractor or its subcontractors is defective and the contractor omits or neglects to take the necessary corrective measures to prevent the defective work from being repeated;
- c) the contractor ceases its operations in any way whatsoever, including due to bankruptcy, liquidation or assignment of its assets.

To do this, the Municipality sends a written notice of termination to the contractor stating the reason for termination. If it is a reason for termination provided for in paragraph a), the contractor may remedy the defect stated in the notice within the time limit given to him by the Municipality, failing which this contract will be automatically terminated, the termination taking effect automatically on the expiry of this period. If it is a reason for termination provided for in paragraphs b) or c), the termination will take effect automatically from the date of receipt of the notice by the contractor.

The contractor will then be entitled to the costs, disbursements and sums representing the real value of the work carried out up to the date of the termination of the contract, in accordance with this contract, without any other compensation or indemnity whatsoever. If the contractor had obtained a monetary advance from the Municipality, he should return it in full.

The contractor will be responsible for the damage suffered directly or indirectly by the Municipality as a result of the termination of the contract. In the event of continuation of the contract by a third party, the contractor must in particular assume any increase in the cost of the contract for the Municipality.

The Municipality also reserves the right, in accordance with article 2125 of the *Civil Code of Québec*, to terminate this contract without it being necessary for it to justify the termination. For this, the Municipality must send a written notice of termination to the contractor. Termination will take effect automatically on the date of receipt of this notice by the contractor.

The contractor will then be entitled to the costs, disbursements and sums representing the actual value of the work carried out up to the date of termination of the contract, in accordance with this contract, without any other compensation or indemnity whatsoever and, in particular, without compensation or indemnity for loss of any expected profit.

This article in no way limits the rights of the Municipality to have any work carried out to remedy the defects of the contractor, as provided for in this document.

2. LIABILITY AND INSURANCE

Responsibility

The Bidder will be liable for any damage caused by it, its employees or subcontractors in the performance of the contract, including damage resulting from a breach of a commitment made under the contract.

Claim against the contractor

All liability for the work which is the subject of the contract rests with the contractor and includes any claim for accident occurring at any place used for the execution of the contract, to anyone who is there for a specific purpose or for no reason.

The liability of the contractor also includes claims for damage caused to private or public property, and offenses relating to the Act respecting industrial accidents and occupational diseases (L.R.Q., c. A-3.001) and any other law, any regulation or decree, including the law which protects patents and other similar rights.

In the case of claims or actions for damages directed against the contractor in these circumstances, the Municipality may, to the extent it deems necessary, make deductions from the amounts due to the contractor and maintain them as long as the latter does not did not give him proof of full settlement of claims.

The contractor must take measures to ensure that the Municipality is relieved of all liability arising from damages or offenses attributable to its employees.

Insurance

The contractor must be covered, throughout the duration of the contract, by general civil liability insurance of a minimum of two million dollars (\$2,000,000) per event and maintain this coverage for the entire duration of the contract.

The Municipality must be named as an additional insured on the insurance policy. The policy must state that it cannot be amended or cancelled, unless the Municipality consents thereto, after written notice to that effect has been given to it at least thirty (30) days before its amendment or cancellation.

Proof of this insurance coverage must be provided within fifteen (15) days of contract award and within fifteen (15) days of renewal of the liability insurance policy.

In addition, the contractor must produce a document proving that he is covered by the CNESST or WSIB.

Any delay in fulfilling the conditions relating to the proof of insurance or the notices provided for herein may result in a postponement of the payment dates provided for in the contract, without compensation or interest being claimed by the contractor.

3. PROTECTION OF PEOPLE, ROAD WORKS AND PROPERTY

Protection of road works

In the performance of his contract, the contractor must pay special attention to bridges, signage and any other road works.

In the event that the contractor causes damage, he is required to report it to the representative of the Municipality as soon as possible, and he is required to pay the expenses incurred or to come for the restoration of the road works.

Property Protection

- In the execution of his contract, the contractor must in particular:
- Refrain from entering private property, for any reason, without obtaining formal permission;
- Protect public or private property contiguous to the work site against any damage and damage that may result directly or indirectly from the execution or lack of execution of the work;
- Take the necessary precautions to avoid damaging trees, pipes, cables, conduits, culverts;
- Avoid waste of materials as a result of faulty operation.
- When clearing snow, before and after roads are frozen, ensure that the road is not damaged and that no granular material is pushed aside to create a berm

The contractor must carry out, at his own expense, and within a reasonable time, the repairs or reconstruction of the immovable property that he has damaged or destroyed.

In the event of non-performance by the contractor and after written notice, the Municipality may proceed with the repair or restoration of damaged or destroyed property and have the contractor pay the cost of this work and delays by means of deductions from payments.

In the event that it is impossible to repair or restore the immovable property, if the contractor refuses or neglects to compensate any person concerned within a reasonable time, the Municipality may withhold, from the sums due to the contractor, the amount necessary for the 'compensation.

Environmental protection laws and regulations

During the execution of the work, the contractor must comply with the requirements relating to the protection of the environment, in particular those under the *Environment Quality Act* (L.R.Q., c. Q-2) and the related regulations.

The expenses inherent in the protection of the environment are included in the price of the contract.

4. EXECUTION OF THE WORKS

Skill of the workforce

The contractor must employ competent persons, with relevant experience of the work and sufficient training to direct the work in such a way as to obtain results in accordance with the requirements of the contract.

Equipment condition and capacity

The contractor must use the appropriate equipment and materials, in sufficient capacity and quantity to make it possible to carry out the work. The equipment available must be in good working order and safe for workers and the public, in accordance with the laws, regulations and decrees in force. The contractor shall have additional sand when requested from the municipality to cover high traffic areas used by truckers, at no additional cost.

Defective works

All work not conforming to the requirements of the tender documents is considered defective. Following written notice from the Municipality, the contractor must immediately correct the defective work in accordance with the requirements of the contract, all at his expense. If the contractor submits an unacceptable correction, refuses or neglects to correct the defective work, the Municipality may then carry out the work or have the work carried out allowing it to correct the situation and impose payment of the expenses incurred or to come to the contractor, by means of deductions in payments. The execution of such work does not constitute acceptance of the faulty execution of the contract and does not have the effect of limiting the right of the Municipality to terminate the contract.

Failure to perform

If the contractor neglects or refuses to fulfill one or other of his obligations, the Municipality advises him to immediately take the necessary measures to meet his obligations.

and bring the work to a successful conclusion; it can also terminate the contract if the required measures are not taken.

In the event of inaction by the contractor, the Municipality may also have the work carried out at the expense of the contractor.

Warning

If, in the opinion of the supervisor, the contractor neglects or refuses to fulfill one or other of its obligations, the supervisor may issue a written warning within ten (10) days of the alleged facts. All warnings are placed in the contractor's file. All warnings are cumulative for the current contract season only.

Deduction for failure to perform

As of the third warning, the Municipality applies a holdback of 10% of the monthly part of the payment until satisfactory execution.

If it deems it necessary, the Municipality can have the work carried out to restore the situation, at the expense of the contractor. Following such an intervention, the Municipality deducts from the payments due any amount incurred for this work. Under no circumstances is the Municipality required to compensate the contractor for the inconveniences and damages resulting from this action. The intervention of the Municipality does not have the effect of releasing the contractor from the responsibilities imposed on it in the contractual documents, nor of preventing the Municipality from exercising its right to terminate the contract.

5. SUPERVISION OF WORKS AND COLLABORATION

Collaboration and Verification

As part of the execution of the contract, the Director General, Alana Bowes and the employee of public works, Roger Paquette of the Municipality are responsible for ensuring the follow-up of the contract and communications between the municipal council and the contractor, and they act as supervisors. The Municipality may designate another person to assume this responsibility; he then informs the contractor.

The contractor must designate, for the duration of the contract, a person who will act as spokesperson with the Municipality, its representatives and supervisors. This person must be authorized to make binding decisions and, in general, to collaborate with the Municipality within the framework of the execution of the contract. In particular, he must take into account the requests and warnings sent to him by the general management or by the foreman in the performance of the contract.

Supervisors may inspect and verify the work performed by the contractor, its servants, representatives, agents or subcontractors in the performance of the contract.

The contractor must, in particular, answer any questions, oral or written, from the supervisors, relating to the performance of the contract. Any impediment, gesture, threat or refusal of the contractor, its servants, its representatives, its mandatories or its subcontractors having the effect of denying or impairing this right of inspection or verification constitutes, on the part of the contractor, a failure to perform the contract.

Communications

Any communication between the contractor, its employees, representatives, agents or subcontractors, on the one hand, and the Municipality, its representatives or the supervisor, on the other hand, whether written or verbal, may be in English or French.

6. PAYMENT TERMS, DEDUCTIONS AND CLAIMS

Payment terms

For the duration of the contract, the municipality will pay the contractor in five (5) installments per snow removal season, i.e. 20% of the lump sum for the current contractual season of the contract. These payments will be made on or about the 15th day of the months of November, December, January, February, March, of each snow removal season respectively, by cheque or by direct deposit, if the contractor provides a void check.

Complaints procedure

If the contractor believes that he has been wronged in any way in relation to the clauses of the contract, he must send a registered letter directly to the Director General of the Municipality, in which he explains and justifies his intention to claim. This letter must be sent within a maximum period of 15 days from the start of the difficulties which, according to him, justify his intention to complain.

In the absence of an agreement, the contractor's notice of intention to claim or the Municipality's refusal to comply with his request, in whole or in part, cannot be used as a pretext for the contractor to slow down the work or stop the work. performance of the contract or part of the contract, even that in dispute.

The parties agree that all the steps taken, any document produced and any word spoken in the context of this procedure, are without prejudice to either party and cannot, in any way, be invoked or produced before the courts. After studying the claim, the Municipality makes a settlement proposal to the contractor, if applicable. This proposal is made without prejudice to the rights of the Municipality and should not be considered as recognition or admission of any kind. The Municipality reserves the right to modify it and even to withdraw it completely. The Contractor shall, in order to obtain payment of any claim, furnish a statement with satisfactory supporting evidence that the materials and services furnished under the Contract have been paid for or warranted.

The acceptance by the contractor of the proposed settlement and the payment by the Municipality of the proposed amount constitute a complete and final settlement of the claim on the contract, the whole without any recognition or admission of any kind whatsoever and without waiver of the part of the Municipality in the exercise of its rights that may arise from this contract.

In a claim settlement, the contractor is not entitled to any compensation for loss of profit.

Contract adjustment for diesel fuel variations

An adjustment of the amount of the contract taking into account the variation in the price of diesel fuel can be made annually by the client.

For the purposes of calculating the adjustment, the price of diesel fuel is defined as the minimum price at the loading rack on a weekly basis, to which is added the Québec fuel tax and the Canadian excise tax.

The data used are those published by the Régie de l'énergie du Québec available at www.regie-energie.qc.ca during the reference period between November 15 and March 31 inclusively of the current contractual season.

Thus, the variation in the price of fuel is calculated as follows:

$$CV = ((PM - PR) / PR) \times 100$$

WHERE

CV: Change in fuel price (%).

PM: Average price of diesel fuel for the current contractual season and corresponding to the reference period between November 15 and March 31 inclusively (¢/l).

PR: Average benchmark price of diesel fuel (¢/l).

This price is established from the reference periods (from November 15 to March 31 inclusively) preceding those covered by the contract.

The principal pays or deducts from the successful bidder any portion exceeding a variation of 5% of the average reference price (PR).

Thus, when the variation in the fuel price (VC) obtained is positive and greater than 5%, the successful bidder receives compensation equivalent to exceeding the 5% threshold. On the other hand, when the variation in fuel price (VC) obtained is positive but less than 5%, no compensation is applicable.

Conversely, when the fuel price variation (VC) obtained is negative and its absolute value is greater than 5%, the successful bidder is subject to a deduction equivalent to exceeding the 5% threshold. On the other hand, when the fuel price variation (VC) obtained is negative but the absolute value is less than 5%, no deduction is applicable.

The amount of the adjustment covers only the activities specific to this snow removal contract. The amount of the adjustment will be calculated as follows:

$$A = \Delta VC \times (ADDP \times MC \times DC)$$

WHERE

A: Adjustment amount (\$).

ΔVC: Difference between the 5% threshold and the absolute value of the variation in the price of diesel fuel (%).

ADDP: Value established at 60% of the total amount of the contract such as the CCDG – Snow and ice removal (most common edition).

MC: Contract amount (\$).

DC: Average percentage representing fuel expenditure on all expenses related to the operation of a vehicle. This value is set at 20% like the CCDG – Snow and Ice Control (most current edition).

If applicable, the amount of the adjustment is paid or deducted from the last installment of payment.

7. TECHNICAL SPECIFICATION

General level of service required

The general level of service required is characterized as follows:

- The paths are generally acceptable on a bottom of hard snow and the main operations are snow removal and spreading of sand;
- The implementation of snow removal and sand spreading resources must be done from the start of a blowing snow or precipitation, and this, for its entire duration; accumulations must not exceed 8 cm on the roads before the start of snow removal; all storms must be plowed regardless of accumulations;
- In all cases, snow removal must be done in such a way as not to leave windrows on the roadway;
- Once the snow removal operation has been completed, the depth of residual snow on the roadway must not exceed five (5) cm;
- From the beginning, during and after the precipitation and as often as the conditions require it, the spreading of sand must be done on the roadway;
- The roadway must remain safe at all times.
- The spreading of sand on the roads must be adequate to allow the safe movement, at all times, of residential vehicles and logging trucks.

Snow removal and spreading requirements

The contractor is responsible for inspecting and maintaining the roads at all times. The general management can request sanding or snow removal if they deem it necessary.

Operators of snow removal equipment must comply with motor vehicle laws. At no time is it permitted to drive in the direction of opposing traffic, and the contractor must provide the equipment necessary to carry out this maintenance in accordance with the Highway Code.

Snow removal - Critical points

In addition to compliance with the general snow removal requirements stipulated for the roadway, the contractor must pay particular attention to critical points: curbs, bridges, level crossings, accumulation at intersections, etc. Special attention means increased monitoring of

sectors presenting greater maintenance difficulties leading to an increase in the frequency of operations. In particular, roads used by truckers and hills.

All intersections, curves and hills must always have enough sand to be safe. Snow removal at the edges of intersections must be carried out in such a way that a user wishing to enter or continue his journey on one or the other of the roadways can carry out the necessary maneuvers without danger with a clear view in both directions.

The contractor will also pay particular attention to the clearance of traffic signs so that they are visible from afar at all times. The contractor also accepts responsibility for damaged or destroyed mailboxes and civic numbers, whether installed as specified or not.

8. STANDARDS AND SPECIAL CONDITIONS FOR THE SECTOR OF CHEMIN PRINCIPAL

The contractor will provide snow removal on Chemin Principale, as shown on such terms and provisions contained in the document entitled: *Devis special (101) – Contrat de services – Déneigement et déglaçage des infrastructures routières* from the Quebec Ministry of Transport, attached hereto as APPENDIX 2.

In addition, notwithstanding what is stated in Article 9 *Durée de la saison contractuelle* of the *Devis special (101)* from the Quebec Ministry of Transport, the contract for snow removal and winter maintenance for Chemin Principale is as indicated in Article 5 of this specification.

Finally, on Chemin Principale concerning snow removal, if there happens to be a contradiction between the requirements of this specification and the special items above document of the Quebec Ministry of Transport, the requirements of the Ministry will take precedence over the requirements of this specification.



LIST OF ROADS TO BE CLEARED AND MAINTAINED
Municipality of Rapides-des-Joachims

ROAD NAMES	LENGTH
CH. MCCONNELL	2.0 KM
CH. DE LA PLAGE	0.2 KM
CH. DUMOINE	1.5 KM
RUE DE L'ÉGLISE	0.9 KM
RUE DU CENTRE	0.2 KM
RUE DE LA COLLINE	0.3 KM
RUE ST-ANNE	0.6 KM
RUE DES SOURCES	0.2 KM
CH. PRINCIPALE	2.1 KM
CH. DU MOULIN	5.4 KM
CH. MADORE	0.5 KM
CH. DU SOLEIL	1.4 KM
RUE TEASDALE	0.3 KM
RUE E.B. EDDY	0.1 KM
CH. DU BARRAGE	0.3 KM
TOTAL LENGTH	Approx. 16 KM