



2022-2024 SNOW REMOVAL CONTRACT

PROJECT TITLE: CONTRACT FOR SNOW REMOVAL AND WINTER MAINTENANCE OF THE ROAD NETWORK OF THE MUNICIPALITY OF RAPIDES-DES-JOACHIMS – 2022 TO 2024

PROJECT NUMBER: 2022-RAPID-02



CALL FOR TENDERS

1. PRELIMINARY INFORMATION

Preamble

The Municipality of Rapides-des-Joachims (hereinafter "the Municipality") wishes to obtain the services of a company for: snow removal and winter maintenance of the Municipality's road network for 2022 to 2024, including all the work described in part 11 "Technical specifications".

Interested companies or individuals are invited to respond within the prescribed deadlines to this call for tenders by public call for tenders.

Only companies or persons holding all the permits, certificates or licenses required by law are authorized to bid.

Interpretation of tender documents

All clauses of the tender documents apply in the context of the contract. The letter and the spirit of the contract require that the quality of the work and materials and their implementation conform to accepted practice for snow removal work on public roads.

2. GOVERNMENT OF THE SOLICITATION

The person in charge of the call for tenders of the Municipality

The Municipality designates the following person as solely responsible for the call for tenders:

Ms. Alana Bowes
General Manager
48 Rue de l'église, Rapides-des-Joachims, QC. J0X 3M0
rapides-des-joachims@mrcpontiac.qc.ca

For the purposes of this call for tenders, and unless otherwise indicated on its part, the Municipality obliges the tenderer to address themselves exclusively to the person in charge of the call for tenders and to no other person. Any breach of this obligation may result in the rejection of the submission.

Obtaining tender documents

The tender documents are available and can only be obtained via the SEAO. No other document binds the Municipality.

Persons interested in submitting a bid will receive all tender documents (including the questions and answers submitted) by the SEAO.

Examination of documents and places

Before preparing his bid, the bidder must carefully review the bidding documents. It is his responsibility to find out about the purpose and specific requirements of the contract. If a preliminary examination of the premises and a consultation of the documents on site is necessary, it is the responsibility of the tenderer to make an agreement with the person in charge of the call for tenders of the Municipality to consult any document of the Municipality that he deems useful to consult for the preparation of its submission and to carry out a site visit.

It is the responsibility of the tenderer to know the nature, size, condition and geographical location of the road network covered by the contract. As such, he must take into account any provision, circumstance, general and local condition that may have an impact on the performance or price of the contract.

By submitting a tender, the tenderer acknowledges having read all the tender documents and accepts the clauses, charges and conditions. He also acknowledges having proceeded, to his satisfaction, to the examination of the premises and of any document made available to the tenderers by the Municipality.

Inquiry and Clarification

Any questions regarding the contractual procedure and technical information must be submitted in writing to the Municipality's call for tenders' officer before September 19, 2022.

In a spirit of fairness, questions and answers to questions will be sent in writing by the person in charge of the Municipality's call for tenders on the SEAO so that they can be retransmitted to all those who have requested a copy of the tender documents.

No information obtained verbally relating to the contract or the call for tenders' procedure engages the responsibility of the Municipality or the person responsible for the call for tenders.

Modification of the tender documents (addenda)

The Municipality reserves the right to make changes by addendum to the tender documents no later than three (3) days before the deadline for receipt of tenders. If the addendum cannot be sent at least three (3) days before the deadline for receipt of tenders, the closing date is postponed accordingly.

Any addendum becomes an integral part of the tender documents. Bidders must attach to their bid a list of addenda sent to them (if applicable).

The submission

The tenderer prepares a single tender by complying with the requirements of the tender documents, in particular by using the tender form in Annex 2.

Any tenderer who intends to use subcontractors must attach the list of subcontractors to his tender.

The tender must be placed in an envelope containing all the documents required under the tender documents. On the envelope, the tenderer must indicate the following: TENDER – SERVICE CONTRACT FOR SNOW REMOVAL AND WINTER MAINTENANCE OF THE ROAD NETWORK OF THE MUNICIPALITY OF RAPIDES-DES-JOACHIMS – 2022 TO 2024.

The price submitted must be global and correspond to the tenderer's commitment to the complete performance of the contract for a lump sum. Any addition or modification likely to restrict the scope of this commitment will result in the rejection of the tender.

The content of the submission (mandatory documents required)

The submission must include:

- The submission form (Annex 2) duly completed and signed;
- All Schedule 1 declarations completed and signed (5 in all);
- The list of addenda of which the tenderer was aware in order to produce his tender, signed by the tenderer (if applicable);
- The list of materials and equipment that the tenderer intends to use for the performance of the contract, specifying the year, make, model, proof of registration and insurance for each vehicle or equipment;
- The list of subcontractors (if applicable);
- Copies of drivers' driving licenses
- A letter certifying that the bidder has sufficient sand and salt for the duration of the contract; also have additional sand if requested by the Municipality;
- Any other document required by the tender documents, although it does not appear in this list.

For each of the documents required, the tenderer must comply with the specific requirements of the tender documents.

Declarations to be attached to the submission

Failure to submit all the required certifications, duly completed and signed, will result in the rejection of the bid. The tenderer guarantees the veracity of all the information submitted.

A- Bid rigging

The tenderer must, under penalty of rejection of his tender, submit a signed declaration on the form included in Appendix 1, attesting that his tender was prepared and submitted without there being any collusion, communication, agreement or arrangement with any other bidder or person to agree on the prices to be submitted or to influence the prices submitted.

If a bidder has colluded, communicated or entered into an agreement or arrangement with another bidder or a competitor to influence or fix the prices submitted, his bid will be automatically rejected.

Bid-rigging is an illegal business practice under the *Federal Competition Act* (R.S., 1985, c. C-34). This in itself is a form of price fixing. Anyone who participates in bid-rigging commits an indictable offense and is liable, on conviction, to such fine as the court considers appropriate, imprisonment or another penalty.

The *Federal Competition Act* (R.S., 1985, c. C-34) stipulates that it is a criminal act to participate in bid-rigging, namely:

- The agreement or arrangement between several persons whereby at least one of them consents or undertakes not to submit a bid in response to a call for tenders;
- The presentation of tenders which are the result of an agreement or arrangement between several tenderers.

B- Acts of intimidation, influence peddling and corruption

The tenderer must, under penalty of rejection of his tender, submit a signed declaration on the form included in Annex 1, affirming that the tenderer, his representatives, collaborators or employees, have not engaged in acts of intimidation, of influence peddling or corruption in connection with the call for tenders.

If, in fact, the tenderer, its representatives, collaborators or employees have engaged in such acts, its tender will be automatically rejected.

C- Communications aimed at influencing the contract award process

The tenderer must attach to his tender, under penalty of rejection of his tender, a declaration signed on the form included in Annex 1, attesting that neither he nor any of his representatives engaged in a communication of influence to purposes of obtaining the contract, or, if such communication of influence took place, that this communication was made after any entry required by law in the Registry of Lobbyists had been made.

D- Links giving rise or likely to give rise to a conflict of interest

The tenderer must attach to his tender, under penalty of rejection of his tender, a declaration signed on the form included in Annex 1, attesting that there is no link giving rise or likely to give rise to a conflict of interest due to of his ties with a member of council or an official of the Municipality.

E- Causes of inadmissibility or inability to contract with the Municipality

The tenderer must attach to his tender, under penalty of rejection of his tender, a declaration signed on the form included in Annex 1, attesting that he has carried out any useful and necessary verification relating to a cause of ineligibility or inability to contract with the Municipality according to the Law, which could affect its capacity to contract with the Municipality and make the contract to intervene illegal.

No contract may be concluded between the Municipality and a natural or legal person who cannot obtain a public contract with a municipality under a law or regulation to this effect, in particular in fiscal or electoral matters. If the contractor is ineligible or unable to contract with the Municipality because of such a law or regulation, any contract awarded to him will be considered void and the contractor will be required to reimburse the Municipality all sums that will have been paid to him and to repair the damage caused to the Municipality due to the nullity of the contract.

The signature of the submission

The Annex 2 submission form must be signed by the authorized person. The documents for which a signature is required hereunder must also be signed by this person.

The absence of a signature on the submission form or on a document where a signature is required results in the rejection of the submission.

Closing date and place of receipt of tenders

The presentation of the bid is made by filing a written bid in a sealed envelope and drawn up in accordance with the terms of this document. All tenders must be submitted on a completed original of Annex 2 and an original of the documents required under this document.

The tender must be submitted to the attention of the person in charge of the call for tenders of the Municipality at the attached address:

Ms. Alana Bowes
General Manager
48 Rue de l'église, Rapides-des-Joachims, QC, J0X 3M0

And this, **before September 29, 2022 at 3:00 p.m.**

Tenders will be opened on September 29, 2022 at 3:30 p.m. at the Municipal Office, 48 rue de l'église, Rapides-des-Joachims, QC, J0X 3M0.

Office hours for the receipt of Bids are:

- Tuesdays: 9:00am-12:00pm and 1:00pm-3:00pm
- Thursdays: 12:00pm-5:00pm

The price submitted

The price submitted in the tender form includes the cost of everything necessary for the complete performance of the contract, including, if necessary, the materials, the transport of the materials, the labor and the necessary equipment as well as general costs, transport costs, administration costs, social benefits, profits, insurance and other indirect costs inherent in the contract, in particular additional costs resulting from the increase in taxes or the fluctuation of prices and salaries, permits, licenses and customs duties, when applicable, as well as all applicable taxes, in particular the federal goods and services tax (GST) and the Québec sales tax (QST). These amounts must be expressed in Canadian dollars.

The language of the documents

All tenders and all related documents presented to the Municipality must be written in French or English and legible or typed. All signatures and corrections to documents must be made in ink and initialed.

Bid validity conditions

The tender must in no way be conditional or restrictive. It is valid for a period of 90 days from the closing date. The tenderer may withdraw his tender by registered letter at any time before the expiry of the closing period for the submission of tenders.

A bidder may not submit more than one bid; if he sends more than one submission, they will all be rejected. In addition, the tenderer who decides to transmit a tender cannot be part of a consortium, a company or an enterprise which also transmits a tender, nor be a partner of another person who transmits a tender, or even be a subcontractor for a company or person submitting a bid. In such a case, all bids involving this bidder will be rejected.

Any submission that does not meet one or other of the validity conditions will be automatically rejected.

Opening of submissions

The opening of tenders is public.

Tenders are opened in the presence of at least two witnesses, at the place provided for their filing, on September 29, 2022 at 3:30 p.m. After their opening, the Submissions are submitted to the Case Representative or his delegate for study and, if necessary, they are then presented to the appropriate body of the principal for adjudication.

Submission Compliance

The bidder must submit a bid that complies with all the requirements of the tender documents. Any tender submitted deemed non-compliant will be rejected. In particular, a submission will be rejected:

- If the bidder is registered in the register of enterprises ineligible for public contracts (RENA) or, if registered, be in a period of ineligibility;
- If any of the required documents are missing;
- If the signature of the authorized person on a document to be signed does not appear there;
- If the addenda issued are not in a list that must be attached to the submission (if applicable);
- If a document contains a deletion or a correction not initialed by the person authorized to sign;
- Whether such tender is, in whole or in part, conditional or restrictive;
- If the time and date limits, as well as the place, fixed for the receipt of tenders are not respected;
- If a condition mentioned as essential in the tender documents is not respected.

The Municipality may, at its discretion, disregard any defect in form or minor defect without affecting the price submitted that the tender may contain.

Bid evaluation

The evaluation of tenders, as to their validity or conformity, is made based solely on the documents or information provided by the tenderer, in accordance with the requirements of the tender documents.

However, when licenses, permits or other certifications or authorizations are required under the law for the execution of the contract, the Municipality reserves the right, at its sole discretion, to carry out verifications before the award of the contract. If it appears that the bidder does not hold these licenses, permits, certificates or authorizations, his bid will be rejected.

Award and content of the contract

If there is a resolution to award the contract, the content of the tender documents and the tender, as well as said resolution, are retained as the contractual obligation of the tenderer and the Municipality without any negotiation. However, the Municipality reserves the right to negotiate the price downwards, without further modification, in the event that only one

compliant bid is presented to it and the price submitted shows a significant difference with that provided for in the estimate established by the Municipality, as provided for in article 938.3 of the Municipal Code.

Reserve clause

The municipality reserves the right to award the Contract in whole or in part.

The Municipality does not undertake to accept either the lowest tender or any of the tenders received, and it declines all responsibility with regard to one or other of the tenderers in the event of rejection of all the tenders. The contract is awarded by decision of the council of the Municipality, at its sole discretion, and the Municipality cannot be bound in any way other than by a resolution of its council.

The municipality will not be responsible for any claim or expense related to this price request.

Transmission of the decision

The Municipality transmits to each of the tenderers who presented a tender, the resolution which grants the contract or which rejects all the tenders within a reasonable delay. No information on the result of the call for tenders will be communicated before the conclusion of the contract.

Access to documents forming part of the submission

Any natural or legal person who submits a tender therefore acknowledges that the documents which form part of it are subject to the *Act respecting access to documents held by public bodies and the protection of personal information*.

3. COMPLAINTS MADE REGARDING A TENDING PROCESS

Only an interested person or a group of people interested in participating in the current call for tenders or their representative may file a complaint regarding this process. The *Complaints Procedure* can be consulted on the Municipality's website (www.rapides-des-joachims.org).

A person or a group of persons interested in participating in the adjudication process or their representative may file a complaint in relation to this process when they consider that the public tender documents:

- Provide conditions that do not ensure honest or fair treatment of competitors;
- Provide conditions that do not allow competitors to participate although they are qualified to meet the needs expressed.

All complaints must be sent electronically to the designated manager at the following email address: rapides-des-joachims@mrcpontiac.qc.ca

It must be received by the designated person no later than the deadline for receipt of complaints indicated in the SEAO.

4. COMPLAINT WITH THE PUBLIC CONTRACTS AUTHORITY

If the person concerned is not satisfied with the decision rendered by the Municipality under the previous article, he or she has a period of three (3) days following receipt of this decision to file a complaint with the AMP. , in accordance with section 37 of the Act respecting the *Autorité des marchés publics* (c. A-33.2.1).

If the Municipality renders no decision, the person concerned may also file a complaint with the AMP no later than the date and time set for the opening of tenders.

5. 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, 2022 and ends on October 31, 2024.

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.

6. 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 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.

7. 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.

8. 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.

9. 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 mandataries 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.

10. 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.

11. 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.

12. 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: *Dévis special (101) – Contrat de services – Déneigement et déglacage des infrastructures routières* from the Quebec Ministry of Transport, attached hereto as APPENDIX 2.

In addition, notwithstanding what is stated in in Article 9 *Durée de la saison contractuelle* of the *Dévis 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



**CONTRACT FOR SNOW REMOVAL AND WINTER MAINTENANCE OF THE ROAD NETWORK OF THE
MUNICIPALITY OF RAPIDES-DES-JOACHIMS – 2022 TO 2024**

APPENDIX 1

DECLARATION FORMS (5 PAGES)



BIDDER'S STATEMENT: BID RIGGING

I, the undersigned, tenderer or representative of the tenderer (Name) Pat Stewart, solemnly declare that to the best of my knowledge, the tender has been prepared and submitted without any collusion, communication, agreement or arrangement with any other bidder or person to agree on the prices to be submitted or to influence the prices submitted.

AND I SIGNED: _____

DATE: _____

SEPT 28 / 22



**TENDERER'S STATEMENT: INTIMIDATION, TRAFFICKING
OF INFLUENCE AND CORRUPTION**

I, the undersigned, tenderer or representative of the tenderer (Name)

Pat Stewart, solemnly declare that to the best of my knowledge, neither I nor any of the representatives, collaborators or employees of the tenderer has engaged in acts of intimidation, influence peddling or corruption in connection with this bid solicitation.

AND I SIGNED: _____

DATE: _____

SEPT 28 / 22



**BIDDER'S STATEMENT REGARDING COMMUNICATIONS FOR THE PURPOSE
TO INFLUENCE THE CONTRACT AWARDING PROCESS**

I, the undersigned, tenderer or representative of the tenderer (Name),
Pat Stewart declare that I have not engaged myself or any representative or
employee of the tenderer in any communication of influence for the purposes of obtaining the
contract, or, if such communication of influence has taken place, I declare that this
communication was made after any registration required by law in the Registry of Lobbyists had
been made.

AND I SIGNED: _____

Pat Stewart

DATE: _____

SEPT 28 | 22



BIDDER'S STATEMENT ON CONFLICTS OF INTEREST

I, the undersigned, tenderer or representative of the tenderer (Name)

Pat Stewart, solemnly declare that to the best of my knowledge, there was no link giving rise or likely to give rise to a conflict of interest due to my ties with a member of the municipal council or a civil servant.

AND I SIGNED: _____

DATE: _____

SEPT 28 | 22



**BIDDER'S DECLARATION REGARDING A CAUSE OF ELIGIBILITY FOR
CONTRACT WITH THE MUNICIPALITY**

I, the undersigned, tenderer or representative of the tenderer (Name)

Fal Stewart, solemnly declare that I have carried out all useful and necessary verifications relating to a cause of ineligibility to contract with the municipality according to the Law. I declare that to the best of my knowledge, there was no cause of ineligibility affecting me or affecting the tenderer I represent, making the contract to be entered into illegal.

AND I SIGNED:

Fal Stewart

DATE:

SEPT 28 / 22



**CONTRACT FOR SNOW REMOVAL AND WINTER MAINTENANCE OF THE ROAD NETWORK OF THE
MUNICIPALITY OF RAPIDES-DES-JOACHIMS – 2022 TO 2024**

APPENDIX 2

SUBMISSION FORM (1 PAGE)

IN MY PERSONAL NAME OR ON NAME OF THE TENDERER I REPRESENT:
I DECLARE THAT I AM AUTHORIZED TO SIGN THIS DOCUMENT.

I UNDERTAKE TO PERFORM THE CONTRACT AND ALL ACCOMPANYING DOCUMENTS FOR SNOW REMOVAL AND WINTER MAINTENANCE OF THE ROAD NETWORK OF THE MUNICIPALITY OF RAPIDES-DES-JOACHIMS FOR THE 2022-2023 & 2023-2024 SEASONS, IN FOLLOWING PRICE:

SUBMISSION FORM - FIXED PRICE

For snow removal and maintenance EXCLUDING the section of Chemin Principal covered by special quote (101) of the MTQ

OFFER		
	SEASON#1 2022-2023	SEASON#2 2023-2024
Price	\$ 45550 ⁰⁰	\$ 45550 ⁰⁰
G.S.T. (if applicable)	\$ 2275	\$ 2275
T.P.S. (if applicable)	\$	\$
T.V.Q. (if applicable)	\$	\$
TOTAL	\$ 47775⁰⁰	\$ 47775⁰⁰

For snow removal and maintenance of the section of Chemin Principal covered by special quote (101) of the MTQ

OFFER		
	SEASON#1 2022-2023	SEASON#2 2023-2024
Price	\$ 19500 ⁰⁰	\$ 19500 ⁰⁰
G.S.T. (if applicable)	\$ 975	\$ 975
T.P.S. (if applicable)	\$	\$
T.V.Q. (if applicable)	\$	\$
TOTAL	\$ 20475⁰⁰	\$ 20475⁰⁰

GRAND TOTAL FIXED PRICE	
Offer – Chemin Principal	40950 ⁰⁰ \$
Offer – Other streets of the Municipality	95550 ⁰⁰ \$
GRAND TOTAL (including all taxes)	146900⁰⁰ \$ 136500 ⁰⁰ PS

COMPANY NAME: PAT STEWART TRUCKING ADDRESS: 36181 DEED RIVER OMT KOTPO

SIGNATORY NAME: PAT STEWART PS SIGNATURE: [Signature] DATE: SEP 28/22

LIST OF MACHINERY

- 2004 STERLING PLOW SANDER
- 2005 INTERNATIONAL
- 2018 LOADER WITH PLOW AND BUCKET X2
- 1995-96 GRADER
- 770 GRADER
- 2008 BACKHOE.



Driver's Licence
Permis de conduire

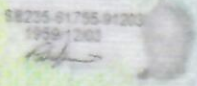
ON
CANADA



1,2 NAME/ NOM
STEWART,
PATRICK J
3 36181-A HIGHWAY 17 WEST
DEEP RIVER, ON, K0J 1P0
4,6 NUMBER/
NUMERO S8235 - 61755 - 91203
4,6 ISS/ DÉL. 2021/09/28 4,6 EXP/ EXP. 2025/12/03
5 DO/ RÉP. HD0881339 16 HGT/ HAUT. 173 cm
14 SEX/ SEXE M
8 CLASS/
CATÉG. AM
12 REST/
COND. Z



Patrick Stewart
3 DOB/COE 1959/12/03



Rechercher une entreprise au registre

État de renseignements d'une personne physique exploitant une entreprise individuelle au registre des entreprises

Renseignements en date du 2022-09-29 15:19:35

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	2247222872
Nom de famille	STEWART
Prénom	PATRICK J.

Adresse du domicile

Adresse	R.R. 1, L-40, C-A ROLPH DEEP RIVER (ONTARIO) K0J1P0
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Adresse du domicile élu

Nom de l'entreprise	ME CÉLINE TRUDEAU, ROBINSON SHEPPARD S
---------------------	--

Adresse	800, PLACE VICTORIA BUREAU 4600 MONTRÉAL (QUÉBEC) H4Z1H6
---------	--

Immatriculation

Date d'immatriculation	1997-11-03
Statut	Radiée sur demande
Date de mise à jour du statut	2011-08-01
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Entreprise individuelle
-----------------	-------------------------

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2011-08-01
Date de la dernière déclaration de mise à jour annuelle	2008-05-30 2008
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022	2022-06-15
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2021	2021-06-15

Faillite

Aucune information n'a été déclarée concernant l'existence d'une faillite.

Activités économiques et nombre de salariés

1^{er} secteur d'activité

Code d'activité économique (CAE)	4564
Activité	Autres camionnages en vrac
Précisions (facultatives)	TRANSPORTATION

2^e secteur d'activité

Code d'activité économique (CAE)	4599
Activité	Autres services relatifs aux transports
Précisions (facultatives)	Déneigement

Nombre de salariés

Nombre de salariés au Québec
Aucun

Administrateurs du bien d'autrui et fondé de pouvoir

Fondé de pouvoir

Nom	ROBINSON SHEPPARD SHAPIRO (ME TRUDEAU)
Adresse du domicile	4600 -800,rue du Square-Victoria Montréal (Québec) Canada H4Z1A1

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
Radiation volontaire	2011-08-01
Avis de défaut	2009-12-09
État et déclaration de renseignements 2008	2008-05-30
Déclaration annuelle 2007	2007-09-05
Déclaration annuelle 2006	2006-11-17
Déclaration annuelle 2005	2005-04-02
Déclaration annuelle 2004	2004-03-02
Déclaration annuelle 2003	2003-03-08
Déclaration annuelle 2002	2002-03-18
Déclaration annuelle 2001	2001-05-08
Déclaration annuelle 2000	2000-05-25
Déclaration annuelle 1999	1999-05-13
Déclaration modificative	1999-01-19
Déclaration annuelle 1998	1998-09-14
Déclaration d'immatriculation	1997-11-03

Index des noms

Date de mise à jour de l'index des noms 2011-08-01

Nom

Nom de la personne physique	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
STEWART, PATRICK J.	1997-11-03	2011-08-01	Antérieur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
PAT STEWART TRUCKING		1999-01-19	2011-08-01	Antérieur
TRANSPORT PAT STEWART		1999-01-19	2011-08-01	Antérieur



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Registre des détenteurs de licence RBQ

Dernière mise à jour : 2022-09-29

Patrick James Stewart

Autre(s) nom(s) Aucun autre nom déclaré	Numéro de licence RBQ 8332-8864-13	Statut de la licence Valide	Date de délivrance 2018-08-01	Date du paiement annuel 1 août
Numéro d'entreprise du Québec (NEQ)	Adresse 36181A Hwy 17 Deep River ON Canada K0J 1P0	Courriel susiepelletier@outlook.com	Téléphone Non disponible	

Vous êtes le détenteur de cette licence et vous constatez que des informations sont manquantes ou inexactes? [Mettez à jour votre dossier](#)



Catégorie(s) et sous-catégorie(s) de l'entrepreneur ⓘ


2 sous-catégorie(s) autorisée(s)

La présente atteste que le titulaire est autorisé à soumissionner, organiser, coordonner, exécuter et faire exécuter les travaux de construction inclus dans les catégories et sous-catégories mentionnées ci-dessous.

CATÉGORIE ENTREPRENEUR SPÉCIALISÉ

- 2.5 Excavation et terrassement
- 2.7 Travaux d'emplacement

Réclamations au cautionnement

Un client insatisfait des services rendus par un entrepreneur avec lequel il a signé un contrat peut obtenir une indemnisation en [effectuant une réclamation au cautionnement de licence](#)  auprès de la RBQ.

Le tableau ci-dessous vous indique le nombre de réclamations reçues et d'indemnités versées depuis 2014.

Aucune réclamation au dossier


Association ou compagnie fournissant le cautionnement

Intact Assurance : 20 000 \$

Répondant(s)

0 répondant(s) autorisé(s)

Prêt à conclure un contrat avec un entrepreneur?

Consultez la page [Signer un contrat en bonne et due forme](#)  de notre site Web pour vous assurer de protéger vos droits de recours.

Insatisfait des travaux exécutés par un entrepreneur?

Consultez la page [Problème avec votre entrepreneur](#)  de notre site Web. Vous pourriez effectuer des démarches pour être indemnisé et formuler une plainte contre l'entrepreneur problématique.

Utilisation des contenus

Toute utilisation directe ou indirecte du Registre et de ses données à des fins commerciales et lucratives n'est pas autorisée par la Régie du bâtiment du Québec.

Résultats de la recherche

Aucune entreprise trouvée au RENA en date du 2022-09-29 15:17:43

Critères de recherche : 8332886413 (numéro d'entreprise du Québec)

Veillez vous assurer de saisir un numéro d'entreprise du Québec (NEQ) valide.



Municipalité de Rapides-des-Joachims

48, rue de l'Église • Rapides-des-Joachims • Québec J0X 3M0 • T: 613 586-2532 • rapides-des-joachims@mrcpontiac.qc.ca

Extract from the minutes of the regular meeting of the Rapides-des-Joachims Council, held on October 6, 2022

Are present:

Stephany Rauche, Noel Leclerc, Ann Gagnon and Kelsey Daly forming quorum under the presidency of the Mayor John Doug Rousselle. General Manager / Clerk-Treasurer Alana Bowes is also present.

AWARDING OF A PUBLIC TENDER CONTRACT

RESOLUTION N° 20221006-04

WHEREAS the Municipality of Rapides-des-Joachims held a public call for tenders via the Système électronique d'appel d'offres (SEAO) as notice no. 2022-0906 (22-RAPID-02) for the execution of the snow removal and winter maintenance of the Municipality's Road network for 2022 to 2024;

WHEREAS the sitting to open tenders was held on Thursday, September 29, 2022 as part of public call for tenders no. 2022-0906 (22-RAPID-02);

WHEREAS the following business submitted a tender before the deadline at 3:00PM on September 29, 2022

Company Name	Amount (tax included)
Pat Stewart Trucking	\$136 500.00

WHEREAS, following consideration and analysis of the tender, it was found compliant;

THEREFORE,

It is moved by: Kelsey Daly

Seconded by: Ann Gagnon

AND RESOLVED


THAT the council accepts the tender received;


THAT the council award the contract in the amount of \$136 500.00 to Pat Stewart Trucking for the execution of the snow removal and winter maintenance of the Municipality's Road network for 2022 to 2024 in accordance with the published tender documents and the tender submitted;

THAT the expenses be accounted for in budget item 52300;

Carried unanimously

Certified true copy
this 7th day of October, 2022


Doug Rousselle
Mayor


Alana Bowes
Clerk-Treasurer