

# CONTRACT

## MUNICIPALITY OF ALLEYN AND CAWOOD

### WINTER ROAD MAINTENANCE FOR THE 2019/2020; SEASONS

**BETWEEN:**

**THE MUNICIPALITY OF ALLEYN AND CAWOOD**, a legally constituted municipality having its head office at Danford Lake represented herein by its Mayor, Carl Mayer and Secretary Treasurer, Isabelle Cardinal, authorized by Resolution # 147-12-19 of its Council dated **December 2<sup>nd</sup>, 2019** a copy of which is annexed hereto;

Herein called the "Municipality"

**AND**

Herein called the "Contractor"

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1. The Municipality herein accepts the Tender submitted by the Contactor for the "Winter Maintenance and Snowplowing" of the following roads:

Trout Road	<u>KMS</u> 3.2
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<b>TOTAL LENGTH OF ROADS IN KILOMETERS</b>	<b>3.2 KMS</b>
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2. The contractor must snowplow and sand the above-mentioned roads for a period beginning at the first snowfall or freezing rain until the end of the spring thaw period. The maintenance of winter roads will be continuous, that is, the Contractor must snowplow and sand roads when snowy and / or slippery conditions exist;
3. The Contractor must remove the snow from the full width of the roads bed including the bridges and forming part of this contract, and shall be winged back where deemed necessary by either the road foreman or road committee;
4. The Contractor equipment must be in operation at the start of each snowfall and remain in operation without interruption as long as it continues to snow and as often as is necessary for the road to remain passable;
5. The Contractor must begin snowplowing every time there is an accumulation of two (2) inches of snow on the road, and in such a way to prevent the build-up of ice or hard snow;
6. During heavy snowstorms, the Contractor will plow a space wide enough for vehicles to pass;
7. At the end of each snowstorm, the Contractor will continue snow removal on the full length he normally maintains, and on the full width of the road bed. The Contractor will, as much as possible, prevent drifting caused by snow banks. In order to do so, the Contractor will push back, or, if not possible, remove the snow banks;

8. The Contractor must ensure the maintenance of dangerous areas and narrow curves, bridges, intersections in order to prevent accidents. He must equally ensure the cleaning of the road signs in order for them to be visible at all times.
9. **The contractor must apply a sufficient quantity of salt and sand to all road surfaces. Furthermore, the Contractor must comply to all additional instructions given by the road supervisor. The sand and salt mentioned above will be supplied by the Contractor who must have a stockpile of no less than twelve hundred square yards of sand and fifteen tons of salt. Proof of said purchase must be validated by the Road Inspector. The stockpile must be prepared by November 1<sup>st</sup>, to be checked by road foreman and road councilor;**
  - A: **It is the responsibility of the contractor to assure that no contaminant arising from salt and sand yards would pollute soil or water table as per environmental standards. A detailed sketch of sand and salt yard would be required showing location and proximity to water courses.**
10. The whole 3.2 km of roads must be sanded at all times.
11. The stones in the sand and salt mix should **NOT EXCEED MORE THAN 1/2"**. The contractor must have in his possession all the necessary and appropriate equipment needed to execute the work listed in the previous paragraphs, namely, but without limiting the generality of the proceeding- pit run on icy roads is not to exceed one inch.
  - A: One snow-plows (5 tons or greater are required)
  - B: Minimum of one sander with a capacity of no less than 10 yards is required;
  - C: One loader for the execution of the work;
  - D. Heated sand box is also acceptable.
12. All equipment will be subject to inspection by the Ministry of Transportation. All the machinery described in the above paragraph must be maintained in good condition at all times and equipped with sufficient and appropriate lighting. Said machinery shall be for the exclusive use of the Municipality for the duration of this contract. If the Contractor holds any additional contracts, additional equipment must be held to satisfy the requirements of these additional contracts;
13. The above-mentioned equipment must be available at all times;
14. During and after a snowstorm, the contractor must use the truck of 5 tons or more, the contractor must use the truck of 5 tons or more to push the snow banks. According to climate conditions, the Contractor must spread sand and salt on the whole road.
15. At all times the Municipality will have the right to indicate to the Contractor any work deemed unacceptable and the contractor must comply to the directives of the Council of the Municipality of Alleyn and Cawood without reasonable delay;
16. No subcontract will be given by the Contractor without the prior consent of the council of the Municipality;
17. It is understood that the prices agreed upon for the contract includes all work and expenses;
18. The Municipality will not be responsible for damages caused to people, materials and other property, nor for any accidents that may occur during the execution of the contract by the Contractor, resulting from mistakes, negligence, lack of

caution or carelessness on the part of his employees, or all other maintenance defaults as the case may be;

19. The Municipality will have the right to make any changes in kilometers made by the Ministry of Transportation. Nevertheless, the Municipality may, after negotiation and acceptance by both parties, add to the maintenance contract, any section of roads which will meet the standards of the Municipality and Ministry of Transportation, and the Contractor will be paid the same contract rate for the added kilometers;
20. As soon as the Contractor is awarded the contract, he must obtain insurance policy by **October 1st, 2019** or have his civil responsibility policy amended in order that one or the other contains the following:
- A: It is understood and convened in the section "declaration" of the policy that it must cover the maintenance of the winter roads;
- B: In accordance with the maintenance of winter roads, the limit of responsibilities must be at least a minimum of two million dollars, and will cover globally any claims for bodily injuries and material damages combined;
- C: Without prejudice of the limit of responsibilities cited in paragraph B, the insurance awarded by said policy will apply to all lawsuits brought against the insured by another insured, in the same fashion and in such a way as if a distinct policy had been issued to each other;
- D: It is understood and convened that the insured, in case of cancellation, will give a notice of no less than thirty days to the Municipality. The official notice must be sent to:

**Municipality of Alleyn and Cawood**  
**10 Jondee Road**  
**Danford, Lake, Quebec**  
**J0X 1P0**

21. A copy of the insurance policy along with the employer's number and the G.S.T. number must be submitted to the Municipality of Alleyn ad Cawood within ten days of the signing of this agreement;

**22. The Municipality will pay the Contractor the sum as follows:**

**2019/2020**

<b>Price per kilometer</b>	<b>3200</b>
<b>G.S.T.</b>	<b>160</b>
<b>P.S.T.</b>	<b>319.20</b>
<b>Total per kilometer</b>	<b>3679.20</b>

23. For every season covered by this agreement, the Contractor will be paid the total amount of the contract for the season no later than December 20<sup>th</sup>
24. **The contractor must not leave any snow banks at the end of dead-end roads that would cause undue hardship and extra expense for those who must hire private individuals to snowplow the road beyond what is accepted on the Ministry of Transportation grant;**
25. If the Contractor is in default of any of his obligations, the Municipality will have the right to withhold the sums of money required to have the necessary work executed by some other means;
26. If the contract must be terminated due to neglect on the part of the Contractor or his employees to fulfill his obligations as agreed upon in the contract signed with

the Municipality for the snowplowing and sanding of winter roads, the Municipality will have the right to withhold all sums of money from the date termination of the contract, in remaining months or seasons of the contract;

**27.** The Contractor is responsible for the drainage of roads during periods of rain or thaw until the snow banks have sufficiently melted to allow normal run-off;

**28.** Les parties aux présentes ont exigé que le present contrat et tous autres documents ou avis qui y sont afférents, soient rédigés en langue anglaise;



Extract of Minutes of the Meeting of the Council for the Municipality of Alleyn and Cawood, held this 2<sup>nd</sup> day of December 2019, 10 Jondee Road, Danford Lake, Québec.

PRESENT: Mayor Carl Mayer  
Councillors Susan Tanner (absent) Jason Emery  
Sidney Squitti John Emery  
Mona Giroux Becky Early (absent)

The Director General, Isabelle Cardinal, three (3) guests were also present.

**Trout Snow Plow Contract**

147-12-19

**PROPOSED BY: Councillor John Emery**

And resolved unanimously that the snow plow contract be renewed with Doug Zacharias.

Adopted