

BY-LAW NUMBER 17-37

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

Being a by-law to enter into an agreement between the Township of Clearview and Bartels Environmental Services Inc. for the removal of biosolids from the Stayner Wastewater Treatment Facility

WHEREAS Section 9 of the Municipal Act, S.O. 2001, c. 25 as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority under this or any other Act;

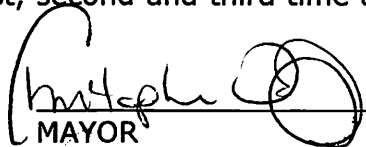
AND WHEREAS Council of the Corporation of the Township of Clearview passed a resolution on the 24th day of April, 2017 to approve Tender 2017-11 Stayner Biosolids Removal/NASM submitted by Bartels Environmental Services Inc.;

AND WHEREAS Council of the Corporation of the Township of Clearview deems it expedient to enter in an agreement with Bartels Environmental Services for the removal of biosolids from the Stayner Wastewater Treatment Facility for the years 2017, 2018 and 2019.

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:

1. That Schedule "A", an agreement between the Township of Clearview and Bartels Environmental Services Inc., forms part of this by-law;
2. That the Mayor and Clerk are hereby authorized to execute the agreement on behalf of the Corporation;
3. That this By-law shall come into force and effect on the date of final passing thereof.

By-law Number 17-37 read a first, second and third time and finally passed this 1st day May, 2017.


MAYOR


DIRECTOR OF LEGISLATIVE SERVICES/CLERK

SCHEDULE "A"
TO
BY-LAW 17-37

AGREEMENT BETWEEN

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW
&
BARTELS ENVIRONMENTAL SERVICES INC.

THIS AGREEMENT made in triplicate this -----.

B E T W E E N:

THE TOWNSHIP OF CLEARVIEW

hereinafter called the "TOWNSHIP"

OF THE FIRST PART

- and -

hereinafter called the "CONTRACTOR"

OF THE SECOND PART

WHEREAS the Township has awarded to the Contractor Tender 2017-11 for the in the Township of Clearview herein referred to and identified by the signature of the Contractor, the Contractor having put in a Tender therefore, a copy of which is hereto annexed, which said Tender was opened on the APRIL 7, 2017, and was accepted by Recommendation of Committee of all Council and ratified by Township Council on the APRIL 24, 2017;

NOW THEREFORE, THESE PRESENTS WITNESS that the Contractor hereby covenants and agrees with the Township in manner following, namely;

(1) To execute and perform the whole of the work herein mentioned with due expedition and in a thorough workmanlike manner, in strict accordance with the provisions of this Contract, and the said Specifications and General Conditions and the Plans herein referred to (which are identified by the signature of the Contractor and the Township's Mayor and Clerk), and are made part of this Contract as if embodied herein, and thereafter to maintain the same as therein provided, and that in the execution and performance of the said work the Contractor will carry out, perform, observe, fulfil and abide by all the covenants, agreements, stipulations, **provisoes**, and conditions mentioned and contained in the said Specifications and General Conditions to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein;

(2) To indemnify and keep indemnified and save harmless the Township and each of its officers, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Township, its officers, servants and agents, and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Township, its officers, servants and agents by reason of or on account or in consequence of the execution and performance of the said work or of the non-execution or imperfect execution and performance thereof or of the supply or non-supply of plant or material therefore;

(3) To pay to the Township, and to such officers, servants, or agents thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the Township or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any moneys paid or payable by the Township or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any moneys so paid or payable by the Township, its officers, servants or agents, and also any moneys payable by the Contractor under any of the terms and conditions of this Contract may be deducted from any moneys of the Contractor then remaining in the possession of the Township on account of this or any other Contract, or may be recovered from the Contractor the Surety named in the Bond hereto attached in any court of competent jurisdiction as moneys paid at their request;

AND the Contractor hereby authorizes and empowers the Township or its Solicitor for the time being to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Township or its said Solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Township or its Solicitor in its behalf, and to pay to the said Solicitor on demand their reasonable costs of defending, settling, or compromising any such actions, suits, claims, liens, executions or demands as the Township may deem it expedient to defend, settle or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Township to the Contractor on any account whatever;

PROVIDED, however, that the Contractor may at the expense of the Contractor, take charge of and conduct the defence in the name of the Township to any such action, claim or suit.

THE TOWNSHIP covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, and if the Contractor shall carry out, perform, observe, fulfil, keep and abide by all the covenants, agreements, stipulations, **provisoes**, terms and conditions of this contract, the Township will pay the Contractor therefore the Contract price (as determined by the unit prices and quantities involved) mentioned in said Tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender) and such payments may be made in the manner and subject to the holdbacks and liquidated damages mentioned in the said General Conditions, upon Certificates signed by the General Manager Environmental Services;

PROVIDED that no money shall become due or be payable under this Contract unless and until a Certificate therefore shall have been signed by the General Manager Environmental Services, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof;

PROVIDED FURTHER that the Township shall not be liable or compelled to pay for any extras or additional work not included in this Contract except only in the manner and as provided for herein;

PROVIDED ALSO that the Township shall not be liable or compelled to grant or issue any Certificate for work rejected or condemned by the General Manager Environmental Services, or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the General Manager Environmental Services, and it is hereby expressly provided that the granting of any certificate or the payment of any moneys hereunder shall not be construed as an acceptance of any bad or defective work or material to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the said General Manager Environmental Services at the time such Certificate was granted, or moneys paid therein;

AND IT IS understood and agreed between the parties hereto as follows:

That this Agreement and the covenants and conditions herein and in the General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Contractor and the Township, respectively; and

In this Agreement, and in the Contract, of which this Agreement forms a part, the words "person", "Plans", "shall", "may", "herein", "works", "Contract", "Contractor", "Inspector", "General Manager Environmental Services", and the words used in the singular number or the masculine gender, shall have the meaning and effect given to them in the General Conditions hereto annexed, or in the Interpretation Act of the Revised Statutes of Ontario;

IN WITNESS WHEREOF the parties hereto have affixed their Corporate seals to these presents duly attested by their proper signing officers authorized in that behalf.

INSTRUCTIONS ON SIGNING

IF THE BIDDER IS A CORPORATION

If the bidder is a corporation, a duly authorized officer(s) of the Corporation must sign on the signing line above the statement "I have the authority to bind the Corporation". If a Corporate seal is available, please affix the seal. The bidder must also complete the **COMPANY NAME, NAME OF PERSON SIGNING, POSITION OF PERSON SIGNING**, in the space provided.

IF THE BIDDER IS AN INDIVIDUAL

If the bidder is an individual, the bidder must sign in the presence of a witness who must also sign.

IF THE BIDDER IS PARTNERSHIP

If the bidder is a partnership, at least one partner must sign and that partner warrants that he/she binds the partnership. The partner(s) must sign in the presence of a witness who must also sign. The bidder must also complete the **COMPANY NAME, NAME OF PERSON SIGNING, POSITION OF PERSON SIGNING**, in the space provided.

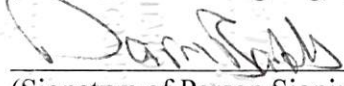
DATED at Stayner, this 16TH day of MAY, 20 17.

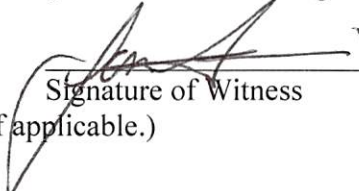
BIDDER SIGN HERE

BARTELS ENVIRONMENTAL SERVICES INC.
(Company Name)

DARREN BARTELS
(Name of Person Signing) (Please Print)

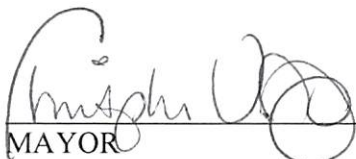
PRESIDENT
(Position of Person Signing)

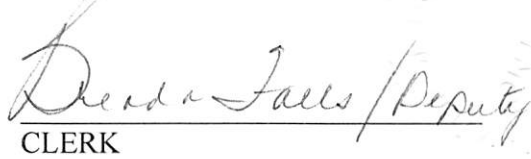

(Signature of Person Signing)
("I have the authority to bind the Corporation" if applicable.)


Signature of Witness

THE TOWNSHIP OF CLEARVIEW

THE TOWNSHIP OF CLEARVIEW


MAYOR


CLERK

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