



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 252-76

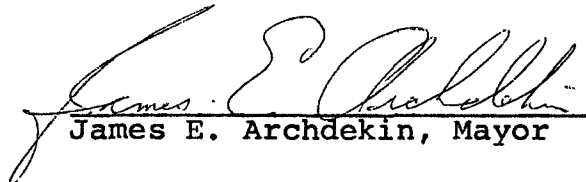
A By-law to authorize the execution of Contract #76-28 with Argus Refrigeration and Air Conditioning Limited. (EXHAUST & VENTILATION SYSTEM TO BE INSTALLED - 77 Hale Road)

WHEREAS it is deemed expedient to enter into and execute Contract No. 76-28 with Argus Refrigeration and Air Conditioning Limited;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute Contract No. 76-28 with Argus Refrigeration and Air Conditioning Limited, attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract No. 76-28, attached hereto as Schedule "A", with Argus Refrigeration and Air Conditioning Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 17th day of December, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 1st day of December, 19 76

BETWEEN:

The Corporation of the City of
Brampton
(Hereinafter called "The Corporation")
of the First Part

-And-
ARGUS REFRIGERATION AND AIR CONDITIONING LIMITED
(Hereinafter called "The Contractor")
of the Second Part

WITNESSETH

That the Corporation and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

(A) A general description of the work is:

Exhaust and ventilation system to be installed- 77 Hale Road,

Brampton, Ontario, as per tender of July, 29, 1976 and City of Brampton

letter of August 26, 1976, Attached.

(B) The contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this contract and shall forthwith according to the instructions of the City of Brampton, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Corporation within the time specified in the Information to Bidders and in the tender.

ARTICLE 2

In the event that the tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Corporation, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other document or writing, the Provisions of such documents shall take precedence and govern in the following order namely:

- (1) This Agreement
- (2) Special and/or Supplemental Provisions
- (3) Information for Tenderers
- (4) General Conditions
- (5) Standard Specifications
- (6) Plans
- (7) Tender

The foregoing documents enumerated 1 to 7 inclusive are all the contract documents and constitute the full agreement between the parties.

ARTICLE 4

The Corporation covenants with the Contractor that the Contractor having in all respects complied with the Provisions of this Contract, will be paid for and in respect of the works the sum of

TWENTY ONE THOUSAND NINE HUNDRED AND FIFTY NINE-----
-----DOLLARS (\$ 21,959.00)

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Purchasing Agent, it shall be deemed sufficiently given or made if mailed by prepaid first class mail or delivered in writing to such party or to the Purchasing Agent at the following Addresses:

THE CONTRACTOR:

Argus Refrigeration and Air Conditioning Limited
4 Blair Drive,
Bramalea, Ontario
L6T 2H6

THE PURCHASING AGENT:

M. S. Lingard,
Purchasing Agent,
City of Brampton
24 Queen Street
Brampton, Ontario.

ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs referred to in the Contract documents and the plans listed in the Specifications, are made part of this contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 7

No implied contract of any kind whatsoever by or on behalf of the Corporation shall arise or be implied from anything in the contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.

ARTICLE 8

Time shall be deemed the essence of this contract.

ARTICLE 9

The Contractor declares that in tendering for the works and in entering into this contract he has either investigated for himself the character of the work and all local conditions above and below ground surface where applicable that might affect his tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever, by the Corporation or its employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Corporation.

ARTICLE 10

This Contract shall apply to and be binding on the Parties hereto and their heirs, executors, administrators, successors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers as the case may be.

Kay Cascoque
WITNESS AS TO SIGNATURE OF CONTRACTOR

Address 15 Heathside Ct. Brampton

Occupation Secretary

D.J. Kee
President

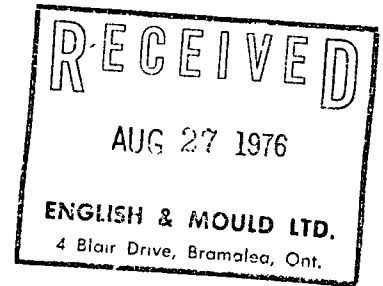
CORPORATION OF THE CITY OF
BRAMPTON

James E. Archdehn
MAYOR

Kenneth R. Richardson
CLERK



The Corporation Of The
City Of Brampton



August 26, 1976

REGISTERED MAIL

Argus Refrigeration and
Air Conditioning Limited
4 Blair Drive
Bramalea, Ontario

Reference: Contract No. 76-28
Exhaust & Ventilation System
77 Hale Road, Brampton

Dear Sir,

We are pleased to advise you that the Council for the Corporation of the City of Brampton which met on Monday, August 23, 1976, awarded the above contract to your company in the tender amount of \$21,959.00 (Twenty-one thousand, nine hundred and fifty-nine dollars) ~~subject to your drawings being approved by the Department of Labour and the Ministry of Transportation and Communications and~~ ^{SUBJECT} to the receiving of the following contract Documents duly completed.

- 1) Four (4) copies of Agreement to be completed, signed and sealed. (One copy will be returned to the Contractor)
- 2.) One (1) copy of 100% Performance Bond to be completed, signed and sealed.
- 3.) One (1) copy of Certificate of Liability Insurance to be completed and signed.

~~In order to finalize this Contract the above Documents must be returned to the writer within the next ten (10) working days.~~

Yours truly,

M. S. Lingard,
Purchasing Agent.

MSL/dlb

Note: The City of Brampton Performance Bond and Certificate of Liability Insurance must be completed, any others will not be accepted. Also, Please ensure that the company name is identical in all aspects to your Corporate Seal.

Argus
Refrigeration
and Air
Conditioning
Limited

4 Blair Drive
Bramalea, Ontario
L6T 2H6
Telephone
(416) 459 7240



November 3, 1976

The Corporation of the City of Brampton
24 Queen Street East
BRAMPTON, Ontario
L6V 1A3

Attention: Mr. M. S. Lingard

Re: Ventilation System for Brampton Transit
77 Hale Road, BRAMPTON, Ontario

Dear Mr. Lingard:

Attached is a copy of my letter to Mr. Wheler of the
Ministry of Labour, Industrial Safety Branch.

Since they are not prepared to approve any design I
suggest that we proceed on the basis of the enclosed
Engineering Data Sheet No 7 - 1, entitled Garage Ventilation.

The applicable items of this sheet are as follows:

(a) Item #2 - Repair Stall

We are providing an overhead carbon monoxide system
consisting of five flexible hoses complete with pullys,
pull ropes and tailpipe adapters complete with blastgate.
Exhaust fan will be capable of 2500 CFM or 500 CFM per
diesel bus.

(b) Item #3 - Repair Garage

We do not feel the general ventilation is necessary
since there is not considerable movement of vehicles
within the building except at peak periods when the parking
exhaust system is already operating.

If required the general ventilation could be installed
for the sum of \$1,636.00.

..2..

Cont'd.

(c) Item #4 Parking (Above grade)

The 3/4 CFM per square foot suggested is based on intermittent arrivals and departures throughout the day. Similarly, the Ministry of Health guidelines for exposure to carbon monoxide are based on prolonged periods of up to eight hours.

The situation at 77 Hale Road is different in that, there is a peak condition for a short period of time. It appears that there are no specific requirements for this situation and we suggest the following solution for this area:

- (a) Supply and install four propeller fans in the outside walls close to floor level. Each fan would have a capacity of approximately 10,000 CFM.
- (b) Supply and install three gravity roof inlets complete with motorized dampers. Ductwork from these inlets would extend below the existing sprinklers to minimize the chance of freezing in the winter months.
- (c) All motors, dampers, etc. would be electrically interlocked and operated from a seven day time switch for automatic operation at predetermined intervals. The time switch could be bypassed and operated manually if required.

There are several advantages to this system:

- (a) Exhausting is done from the low level where the CO is produced.
- (b) We can economically exhaust 40,000 CFM of air whereas the guideline from the Ministry of Labour was 20,000 to 25,000 CFM.
- (c) Delivery of equipment is 2 to 3 weeks whereas other types of fans can take eight to twelve weeks.

..3..

Cont'd.

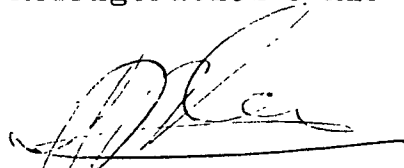
The cost of the systems outlined for Item #2 - Repair Stall and Item #4 Parking (Above ground) is \$18,458.00, complete with all applicable taxes.

In my opinion this is the maximum amount of ventilation that can be provided without getting into a more costly and elaborate design involving a heated make-up air system. Since we cannot obtain an approval from the Ministry of Labour until after installation, it would appear that we should proceed on this basis to provide relief at the earliest possibility.

Based on the information we have gathered and discussions with the Ministry of Labour it should be adequate. However, if it is not, it will only have to be supplemented and nothing is wasted.

We trust this is the information you require in order to update your letter of August 26, 1976.

Yours truly
Argus Refrigeration & Air Conditioning



D. Kee P. Eng.
President

DK/ld

UNITED STATES FIDELITY AND GUARANTY COMPANY
34 King Street East
TORONTO, Ontario
M5C 1E8

PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-4040-76

Contract 76-28

Account \$21,959.00

KNOW ALL MEN BY THESE PRESENTS, that we ARGUS REFRIGERATION AND AIR
(The Contractor)

CONDITIONING LIMITED

hereinafter called "The Principal", and

UNITED STATES FIDELITY AND GUARANTY COMPANY

(The Bonding Company)

hereinafter called "The Surety" are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called "The Obligee", its successors and assigns, in the sum of \$ 21,959.00 of lawful money of Canada to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bid ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED WITH OUR RESPECTIVE SEALS and dated this

7TH of DECEMBER, 1976.

Whereas by an Agreement in writing dated the first day of December 19 76, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of exhaust and ventilation system, 77 Hale Road, Brampton, Ontario
(Description of Works)

as in the contract provided, which contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now therefore the condition of this obligation is such that if the Principal shall at all times duly perform and observe the contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the contract and shall fully reimburse and repay the Obligee for all outlay, expense liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided always and it is hereby agreed and declared that the Obligee and Principal have the right to change, alter, and vary the terms of the contract and that the Obligee may in its discretion at any time or times take and receive from the Principal, any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

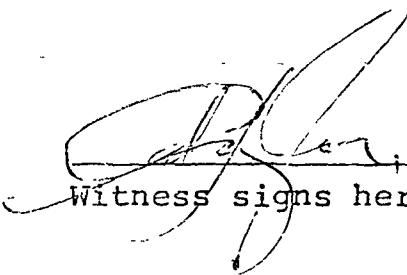
Provided further and it is hereby agreed and declared, that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by an such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works

to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Oblige.


Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF THE PRINCIPAL AND SURETY HAVE EXECUTED THESE PRESENTS.


SIGNED, SEALED AND DELIVERED BY THE PRINCIPAL IN THE PRESENCE OF


Witness signs here

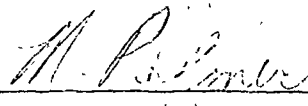
ARGUS REFRIGERATION AND AIR CONDITIONING LTD.

Per:  (Seal)
Principal signs here and seal where applicable

SIGNED, SEALED AND DELIVERED BY THE SURETY IN THE PRESENCE OF


Witness signs here

UNITED STATES FIDELITY AND GUARANTY COMPANY

Per:  (Seal)
Surety Company Officer signs here with seal
(M. Palmer) Attorney-In-Fact

CERTIFICATE OF LIABILITY INSURANCE

GREAT AMERICAN INSURANCE COMPANY

(Insurance Company)

TO: The Corporation of the City of Brampton

ADDRESS: 24 Queen Street, East, Brampton, Ontario

This is to Certify that ARGUS REFRIGERATION AND AIR CONDITIONING LIMITED
(Contractor)

Whose Address is 4 Blair Drive, Bramalea, Ontario L6T 2H6

has comprehensive liability insurance in this Company under Policy
No. L 290 125 covering legal liability for damages because
of:

- A. Bodily injury, sickness or disease, including death at any time resulting therefrom.
- B. Damage to or destruction of property of others caused by accident.

Subject to a limit of liability of not less than \$500,000.00 inclusive for any one occurrence or accident which insurance applies in respect of all operations, including liability assumed under contract with the Corporation. The policy does not contain any exclusions or limitations in respect of the use of explosives or in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure, or subsidence of any property, structure, or land from any cause.

This Policy expires on December 31st, 1977

and will not be altered, cancelled or allowed to lapse without thirty (30) days prior notice to the Corporation.

With respect to Contract No. 76-28 for the Construction of Exhaust and Ventilation System, 77 Hale Road, Brampton, Ontario We certify that the Corporation will be coinsured with the Contractor.

DATE December 6th, 1976

COUNTERSIGNED: MORRIS & MACKENZIE LIMITED

Susan MacKenzie

PASSED December 17, 19 76



BY-LAW

No. 252-76

A By-law to authorize the execution of Contract #76-28 with Argus Refrigeration and Air Conditioning Limited. (EXHAUST & VENTILATION SYSTEM TO BE INSTALLED - 77 Hale Road)