



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

238-76

Number _____

A By-law to authorize the execution of Contract #76-32 with Sherman Supersonic Industries (Canada) Limited. (SUPPLY AND INSTALLATION OF BUS WASH SYSTEM)

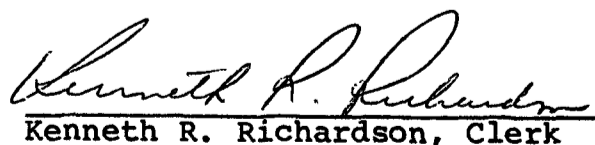
WHEREAS it is deemed expedient to enter into and execute Contract No. 76-32 with Sherman Supersonic Industries (Canada) Limited;

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 #76-32 with Sherman Supersonic Industries (Canada) Limited, attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract #76-32, attached hereto as Schedule "A", with Sherman Supersonic Industries (Canada) Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of November, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 18th day of October, 1976

BETWEEN:

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

-And-

SHERMAN SUPERSONIC INDUSTRIES (CANADA) 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:

SUPPLY AND INSTALLATION OF BUS WASHING EQUIPMENT INCLUDING ALL PIPING,

PLUMBING AND ELECTRICAL FROM CUSTOMER'S SERVICES ALREADY LOCATED IN BUILDING

(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

THIRTY THREE THOUSAND AND FORTY EIGHT

-----DOLLARS (\$ 33,048.00)

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:

SHERMAN SUPERSONIC INDUSTRIES (CANADA) LIMITED
3133 ORLANDO DRIVE
MISSISSAUGA, ONTARIO L4V 1C5

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 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.

Alma D. ...
WITNESS AS TO SIGNATURE OF CONTRACTOR)

Address West Hill, Ontario)

Occupation Adm. Mgr.)

SHERMAN SUPERSONIC INDUSTRIES
(CANADA) LIMITED

Hereward PRES.

CORPORATION OF THE CITY OF
BRAMPTON

James E. ...
MAYOR

Hereward R. ...
CLERK

FORM OF TENDER

FOR

CONTRACT NO. 76-32

THIS TENDER SUBMITTED BY SHERMAN VEHICLE WASH SYSTEMS LTD. FIRM NAME
3133 Orlando Drive; Mississauga OR INDIVIDUAL
ADDRESS

(416) 678-1700 TELEPHONE NUMBER

TO THE MAYOR AND COUNCIL OF THE CORPORATION
OF THE CITY OF BRAMPTON

I/We, the undersigned declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

I/We, further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making Tender for the same work and is in all respect fair and without collusion or fraud.

I/We, further declare that we have carefully examined the locality and site of the proposed works, as well as all the Plans, Drawings, Profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement and Bond relating thereto, prepared, submitted and rendered available by and on behalf of the Corporation of the City of Brampton and hereby acknowledged, the same to be part and parcel of any Contract to be let for the work therein described or defined and do hereby Tender and offer to enter into a Contract to do all of the work and to provide all of the labour and to provide furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, exchange, and sales tax in effect on the date of acceptance of Tender, and all other charges, on the terms and conditions and under the provisions therein set forth.

I/We agree that this offer is to continue open to acceptance until the formal contract is executed by the successful Tenderer for the said work or until Sixty (60) days after the Tender Closing date whichever event first occurs, and that the City may at any time within that period and without notice accept this Tender whether any other Tender had been previously accepted or not.

I/We agree that if we withdraw this Tender after closing and before the Council of the said City shall have considered the Tenders and awarded the Contract in respect thereof, during the time that this Tender is open to acceptance as set out above in this Tender Form the amount of the deposit accompanying this Tender shall be forfeited to the City.

I/We agree that the awarding of the Contract based on this Tender by the Council for the said City shall be an acceptance of this Tender.

If this Tender is accepted I/We agree to furnish the required Contract Bond, in an amount equal to 100% of the Contract, in the form attached hereto, Insurance Certificate and Workmen's Compensation Board Letter and properly sign the Contract Documents in quadruplicate within ten (10) working days after being notified so to do. In the event of default or failure on our part so to do, I/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by ME/US to the use of the City and to accept the next lowest or any Tender or to advertise for new Tenders, or to carry out the works in any other way they deem best and I/We also agree to pay to the said City the difference between this Tender and any greater sum which the City may expend or incur by reasons of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertisement for new Tenders; and to indemnify and save harmless the said City and their Officers from all loss, damage, cost, charges, and expense which they may suffer or be put to be reason of any such default or failure on MY/OUR part.

I/WE PROPOSE Canadian General Insurance Company

A Company which is willing to become bound with ME/US in the amount designated for due performance and fulfillment of the Contract for which this is the Tender.

I/WE agree that the dates of completion as referred to in the General Conditions shall be no later than November 30, 1976.

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the tender Price, payable to the Corporation of the City of Brampton (\$ 3,305.00) Three Thousand three hundred & five dollars /100 is enclosed.

Dated at Mississauga this 16th day of September, 1976.

SHERMAN VEHICLE WASH SYSTEMS LTD.
per S. Techner

A. J. [Signature]
SIGNATURE OF WITNESS

S. Techner
SIGNATURE AND SEAL OF TENDERER

CONTRACT NO. 76-32

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Contractor shall prepare this bid legibly in ink or by typewriter.

The Contractors bid shall be shown in words and also in figures. Any changes, erasures or overwriting of the prices in words shall be initialled.

In the event of any discrepancy between the words and the figures, the words shall be deemed the Contractors lump-sum price and figures shall be ignored.

<u>CONTRACT</u>	<u>DESCRIPTION</u>	<u>CONTRACTORS LUMP SUM BID (IN WORDS)</u>	<u>CONTRACTORS LUMP SUM BID (IN FIGURES)</u>
76-32	Lump Sum Price	thirty three thousand _____	\$33,048.00 _____
		& forty eight dollars. _____	_____

Bidders must bid on all of the above work, no partial bids will be accepted. The Corporation of the City of Brampton reserves the right to award all of the Contract or any portion thereof.

A Certified Cheque or Bid Bond in the amount equal to 10% (Ten Percent) of the Tender Price payable to the Corporation of the City of Brampton (\$ 3,305.00) Three thousand, three hundred and five dollars.

_____/100 is attached hereto.

If this Tender is accepted I/We Sherman Vehicle hereby identify this as the Bid Sheet for Contract No. 76-32 executed by me/us bearing the date this 16th day of September, 1976.

WITNESS D. Tilley

SIGNATURE S. Tealmer

SIGNATURE D. Tilley

POSITION IN FIRM President

SCHEDULE OF TENDER DATA, PLANS AND SPECIFICATIONS

CONTRACT NO. 76-32

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

Cover Sheet - Page 1
Tender Form - Pages 2 & 3 (2 copies)
Proposed SubContractors - Page 4
Contractors Experience Record - Page 5
Bid Sheet - Page 6 (2 copies)
Schedule Form - Page 7
General Conditions - Page 8
Information to Bidders - 9 & 10
Specifications - Page 11
Ontario Retail Sales Tax Exemption -
3 Sheets
Certificate of Liability Insurance -
1 Sheet
Performance Bond - 3 Sheets
Agreement - 4 Sheets

By my/our signature, I/We SHERMAN VEHICLE WASH SYSTEMS LTD.

hereby identify this as the Schedule of Tender Data, Plans and
Specifications for Contract No. 76-32 executed by me/us and bearing
date the 16th day of September, 1976.

WITNESS D. Tilley

SIGNATURE S. Teague

SIGNATURE D. Tilley

POSITION IN FIRM President

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT: Supply & Installation of a Bus Wash System

LOCATION: 77 Hale Road, Brampton, Ontario

SUBMISSION OF TENDER: Your tender must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 2:00 o'clock p.m., E.D.S.T.,

THURSDAY, SEPTEMBER 16, 1976

addressed to Mr. M. S. Lingard, Purchasing Agent, The Corporation of the City of Brampton. (One extra copy of the Form of Tender and Bid Sheet is included for your retention, Pages 2,3, & 6)

The lowest or any tender is not necessarily accepted.

COMPLETION DATE: November 30, 1976

The Contractor shall supply all materials for this contract.

By my/our signature hereunder, I/We SHERMAN VEHICLE WASH SYSTEMS LTD.

hereby identify this as the General Conditions for Contract No. 76-32

executed by me/us and bearing date the 16th

of September, 1976.

WITNESS D. Tilley

SIGNATURE S. Techner

SIGNATURE D. Tilley

POSITION IN FIRM PRESIDENT

INFORMATION TO BIDDERS

This form shall remain attached to this tender

1. SUPERVISION OF WORK

The Contractor shall be responsible for the supervision of the work and for his own work forces while on the job site.

2. THE CITY DECISIONS

The City shall have authority to make minor changes in the job not inconsistent with the Contract.

The Contractor shall carefully compare all drawings, specifications and other instructions and shall at once report to the City any error, inconsistency or omission which he may discover.

3. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour tools and equipment necessary for the execution of the work.

All materials shall be new and be the best of their respective kinds from a supplier approved by the City. All work shall be executed in accordance with the best standard practice.

4. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage or injury and shall make good any such damage or injury. He shall adequately protect adjacent property from damage or injury and return such damaged or injured property to its original state.

He shall provide, erect and maintain all necessary guard rails, barriers, night lights, protection as may be necessary or as the by-laws may require.

Should the job be stopped for any cause, the Contractor shall be responsible for and provide all necessary protection to prevent damage by weather or other cause until the cause of stoppage has been cleared.

5. CHANGES IN THE JOB

The City without invalidating the contract; may make changes by altering, adding to, or deducting from the job, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.

6. CLEANING UP

The Contractor shall at all times keep the job site free from accumulations of waste material or rubbish caused by his employees or work and at the completion of the job he shall remove all his rubbish from/about the site and all his tools and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the

Contractor as shall be determined to be just.

7. PERMITS

The contractor shall be responsible for obtaining permits and approvals.

8. SAFETY REGULATIONS

The Contractor, while working on the site, shall be governed by the pertinent safety requirements of the Provincial and Municipal governments and shall work in conjunction with the proper safety associations operating under authority of the Workmen's Compensation Board.

His field forces shall be under the general supervision of the City with respect to Safety Rules and Regulations and must abide by the same safety regulations as do the City employees.

9. INTERPRETATION OF SPECIFICATION

Any omissions or errors in, or possible interpretation of these specifications shall not relieve the Contractor from his responsibility of completing the work covered by this contract in a manner conforming with modern practice and the best workmanship.

10. PRICES AND PAYMENTS

A certificate will be given by the Engineer once a month as to the estimated amount of work done and material furnished and of the value thereof according to the terms of the contract. The Corporation will pay to the contractor 85% of the amount shown on such certificates, less previous payments and such payments shall not in any way imply acceptance of any part of the work.

Upon completion of the work (as defined in the Mechanics Lien Act, statutes of Ontario) and one day after Lien rights have expired, pay any balance owing under the Contract.

11. Please indicate hereunder the earliest commencement and completion date for this contract.

Commencement date Day we receive a purchase order.

Completion date Four weeks from receipt of a Purchase Order

PERFORMANCE AND MAINTENANCE BOND

Bond No. _____

Contract 76-32

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we SHERMAN SUPERSONIC INDUSTRIES
(The Contractor)

(CANADA) LIMITED

hereinafter called "The Principal", and

The Bank of Nova Scotia

(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 \$ 33,048.00 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

10th of November, 19 76.

Whereas by an Agreement in writing dated the 18th day of October 19 76, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of _____

Supply and installation of bus washing equipment - Contract # 76-32

(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 Obligee.

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. This Agreement expires January 31, 1977 and all claims against same must be made prior to that date.

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

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

SHERMAN SUPERSONIC INDUSTRIES (CANADA) LIMITED.

Adrian D. ...
Witness signs here

President [Signature] (Seal)
Principal signs here and seal where applicable

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

For THE BANK OF NOVA SCOTIA
MALTON
MISSISSAUGA, ONTARIO

M 12 32 [Signature]
MANAGER

[Signature]
Witness signs here

[Signature] (Seal)
Surety Company Officer signs here with seal

CERTIFICATE OF LIABILITY INSURANCE

Royal Insurance Company Limited
(Insurance Company)

TO: The Corporation of the City of Brampton
ADDRESS: 24 Queen Street, East, Brampton, Ontario

This is to Certify that Sherman Supersonic Industries (Canada) Limited
(Contractor)

Whose Address is 3133 ORLANDO DR., MISSISSAUGA, ONTARIO L4V 1C5

has comprehensive liability insurance in this Company under Policy
No. 473 07 25 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 January 31/77

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

With respect to Contract No. 76-32 for the Construction of _____
supply and installation of bus washing equipment We certify that the Corporation will be coinsured with the Contractor.

DATE November 4th, 1976

COUNTERSIGNED: Sherman & Co. Insurance Limited

[Handwritten Signature]

RESSESSED November 22, 19 76



BY-LAW

No. 238-76

A By-law to authorize the execution
of Contract #76-32 with Sherman
Supersonic Industries (Canada) Limited.
(SUPPLY AND INSTALLATION OF BUS WASH
SYSTEM)