



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 116-80

To authorize the execution of an agreement
with DOMINION PAVING LIMITED - Contract
No. 80-115 (Completion of Construction of
Tortoise Court)


WHEREAS it is deemed expedient to enter into and execute Contract No. 80-115
with Dominion Paving Limited;

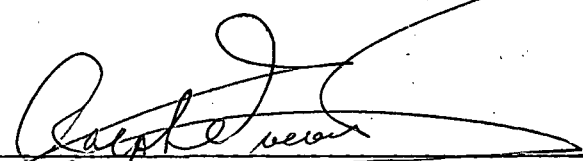
NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS
as follows:

- (1) THAT the City of Brampton enter into and execute Contract
No. 80-115 with Dominion Paving 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. 80-115 with
Dominion Paving Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this
21st day of April, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

THE CORPORATION OF THE CITY OF BRAMPTON
SPECIFICATIONS FOR THE CONSTRUCTION
OF ROADWAYS

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THE CORPORATION OF THE CITY OF BRAMPTON
SPECIFICATIONS FOR CONSTRUCTION
OF ROADWAYS

SECTION I - DEFINITIONS

Engineer shall mean the Commissioner of Public Works of the City of Brampton or his authorized representative.

M.T.C. or Ministry shall be interpreted to mean the Ministry of Transportation and Communications of Ontario.

SECTION II - EXCAVATION

2.1 Scope

The work to be done under this section shall include but not be limited to the supply of all construction, plant, labour and material and the performance of all work necessary for excavating, removing and disposing of material in order to construct the roadway foundation. This shall also include the removal and disposal of any surplus materials such as blocks of wood, stumps, posts or any other material which cannot be reused in the roadway.

2.2 General

2.2.1. Required excavation shall be made to the excavation lines, grades, elevations and dimensions shown on the Drawings or to a sufficient depth as required to obtain an acceptable foundation. Should the Contractor excavate beyond the lines shown on the Drawings, he shall be required to backfill such excavation with material approved by the Engineer and compact it in 15 cm layers, for which no extra payment will be allowed.

2.2.2 All completed excavations shall be trimmed, graded and shaped to a crowned section to the satisfaction of the Engineer. The subgrade in excavations shall be thoroughly compacted to a minimum of 100% of the maximum dry density as measured by the standard Proctor method.

2.3. Drainage

2.3.1 The Contractor shall carry out excavation operations in an orderly manner and shall take such measures as are necessary to keep the areas being excavated, free of standing water.

2.4. Special Subgrade Excavation

2.4.1 No extra allowance will be made for excavation of soft, spongy, boggy, wet, muddy or defective material below the subgrade unless in the opinion of the Engineer, equipment other than that required for normal earth excavation on this contract is necessary. If, in the opinion of the Engineer, equipment other than that required for normal earth excavation on this Contract is required, it shall be paid for under the item for special subgrade excavation.

2.5. Disposal of Excavated Material

- 2.5.1 Excavated material if approved by the Engineer, may be placed in the embankment if required.
- 2.5.2 Excess material from the excavation, not suitable or not required shall be wasted at fill sites selected by the Contractor, subject to the approval of the Engineer.
- 2.5.3 Topsoil shall be stripped and stockpiled at convenient locations approved by the Engineer

2.6. Measurement for Payment

Measurement of the required excavation for roadway foundation will be made of the number of square metres of excavation. The quantity shall be determined by measuring the surface area of excavation. No excavation shall be allowed for payment beyond 15 cm back of the back of curb. For excavation to depths other than that shown on the drawings or specified, a corresponding proportional revision shall be made in the quantities for payment. All revisions to the depth of excavation shall be approved by the Engineer.

SECTION III - EMBANKMENT CONSTRUCTION

3.1. Scope

The work to be done under this section shall comprise the supply of all construction, plant, labour, and materials and the performance of work necessary to be constructed in the roadway embankment as shown on the Drawings.

3.21 Definitions

Embankment is all required earth and gravel placed and compacted within the roadway as shown on the Drawings.

3.3. Materials

- 3.3.1 Granular "A" material shall conform to the Ministry of Transportation and Communications Specification #1010.
- 3.3.2 Granular "B" material shall conform to the Ministry of Transportation and Communications Specification #1010.
- 3.3.3 Granular "C" material shall conform to the Ministry of Transportation and Communications Specification #1010.
- 3.3.4 Select fill or excavated material shall be approved by the Engineer prior to any placement.

3.4. Testing

The Engineer reserves the right to call for qualitative or quantitative tests of any material to verify its conformance to specifications. All costs will be borne by the Municipality. The Contractor shall inform the Engineer of his source of granular material not less than four (4) days prior to placement, to enable approval of the said material. Material found not to conform to the specifications shall not be placed in the embankment under any circumstances.

3.5. Placement of Embankment Material

- 3.5.1 The Contractor's construction methods shall conform to the Ministry of Transportation and Communications Specification Form 314.
- 3.5.2 No embankment materials shall be placed on any foundation until the foundation has been approved by the Engineer.
- 3.5.3 No embankment shall be placed on frozen surfaces, nor shall any ice, snow, or frozen earth be incorporated in the embankment.
- 3.5.4 The embankment shall be crowned at all times during the construction so that the surface will drain.
- 3.5.5 The maximum lift thickness for any embankment material shall not exceed 15 cm.

3.6. Moisture Control

- 3.6.1 The material shall be sprinkled with water during rolling, tamping and blading when and if directed by the Engineer, either to aid compaction or reduce dust nuisance or both. However, it shall be applied immediately ahead of the compacting unit.
- 3.6.2 Calcium chloride in liquid or flake form shall be applied only upon instructions from the Engineer. Application shall be made at the rate of 1.3 litres per square metre. The mixture shall be calcium chloride in a brine solution having specific gravity of 1.347 at 20 degrees C.

3.7. Compaction

- 3.7.1 The compaction requirements for each material are as follows:
- a) Select Fill - 95% of Standard Proctor;
 - b) Granular A, B. and C - 100% of Standard Proctor;
- 3.7.2 All roller passes shall be done parallel to the centre line of the roadway.

3.8. Measurement for Payment

- 3.8.1 Measurement for payment of select fill material shall be made of the number of cubic metres (m^3) of material in place in the field as determined by the Engineer.
- 3.8.2 Measurement for payment of Granular "A" and "B" materials shall be by the square metre (m^2) in place. Measurement shall be of the completed surface area. Measurement of area for payment of Granular "A" shall not be beyond the front edge of the gutter. Measurement for payment of Granular "B" shall not be beyond 15 cm back of the back edge of the curb. For depths of Granular "A" and "B" other than that shown on the drawings or specified, a corresponding proportional revision shall be made in the quantities for payment. All revisions to the depths of Granular "A" and "B" shall be approved by the Engineer.
- 3.8.3 Measurement for payment of Granular "C" material shall be made by the tonne in accordance with the M.T.C. Form 314. Payment for these materials shall not be made unless supported by the municipality's weigh tickets signed by the City Ticket taker on the job site. Payment will not be made for material placed beyond the excavation lines, shown on the Drawings, and the material so placed will be calculated from the cross-sections and deducted from the totals shown on the weigh tickets.

- 3.8.4 Payment shall be made for the measured quantities of water at the contract unit prices per kilolitre, which shall be compensation in full for the supply, transportation and application of water and shall be supported by City's tickets signed by the City ticket taker on the job site.
- 3.8.5 Payment shall be made for the measured quantities of calcium chloride at the Contract unit price per tonne, or per litre, which shall be compensation in full for the supply and application of calcium chloride supported by the tickets as noted above.

SECTION IV - HOT MIX, HOT LAID ASPHALTIC CONCRETE

4.1 General

The Contractor shall conform to the latest revised M.T.C. Specification Form 310 for all hot mix, hot laid asphaltic concrete, specified in the contract documents and drawings, except as indicated below:

The word "MINISTRY" in the Ministry of Transportation and Communications Form 310 shall be referring to the City of Brampton.

4.2 Construction

In general, the construction of the asphalt pavement shall conform to the Ministry of Transportation and Communications Specification #310.05 except as follows:

4.2.1 Temperature

When the air temperature drops below a minimum of 2 degrees C, the paving operations shall be suspended unless otherwise directed by the Engineer.

4.2.2 Date of Paving

Paving operations shall not necessarily be restricted to specific date limitations as stated in the M.T.C. Form 310.05.11.

4.2.3 Surface Coarse Trial Area

The surface coarse trial area specified in the M.T.C. Form 310.05.12 shall not be a requirement of this contract.

4.2.4 Compaction of Mixture

Table VII in M.T.C. Form 310.05.14 shall apply for the number and type of compacting units.

In addition to the specification on Breakdown Rolling (M.T.C. Form #310.05.14) breakdown shall be accomplished by either a steel tired tandem or three-wheel roller, weight at least nine tonnes, Classified as Class "A" roller.

In addition to the specification on Intermediate Rolling (M.T.C. Form 310.05.14) intermediate rolling shall be carried out by a self-propelled pneumatic tired roller meeting the requirements of a Class "C" roller, unless otherwise permitted by the Engineer.

4.2.5 Method of Measurement and Basis of Payment

The unit of measurement of payment will be that provided for in the Form of Tender.

Measurement for payment will be made only of those materials acceptable for use under this specification and only when placed in the work. No allowance will be made for materials laid beyond the required widths or to any greater thickness than indicated on the Drawings or directed by the Engineer.

Payment will be made per square metre of finished surface or per tonne at the unit price as bid in the Contract and will include supplying all materials, mixing, hauling, placing and compacting of the hot mix pavement. Such prices shall be compensation in full for the work completed in accordance with the requirements herein.

The tonnage where tonnage measurement is applicable will be recorded on the tickets supplied by the City and no payment shall be made unless supported by these tickets signed by the City ticket taker on the job site.

SECTION V - LANDSCAPING AND RESTORATION

5.1 General

The Contractor shall conform to the M.T.C. Specification Form 571 for all sodding specified in the Contract Documents and Drawings.

5.2 Hydraulic Seeding and Mulching

The Contractor shall conform to the M.T.C. Specification Form 412 for all hydraulic seeding and mulching specified in the Contract Documents and Drawings.

5.3 Restoration

The Contractor shall leave the site of the work neat and well graded. Any existing sod or seeded areas which are damaged by the Contractor when entering onto or leaving the site of the work shall be immediately repaired by him at his own expense.

5.3.2 Grassed areas to be resodded shall have a minimum of 75 mm of topsoil.

5.3.3 Roadways and driveways damaged by the Contractor during construction shall be repaved or regravelled to a depth and surface equivalent to or better than that before construction at the Contractor's expense.

5.3.4 All curb and gutter and sidewalks damaged by the Contractor shall be repaired at his expense to the satisfaction of the Engineer.

5.4. Method of Payment

5.4.1 Sodding and hydraulic seeding shall be measured to the nearest tenth of a square metre of work completed.

5.4.2 There shall be no payment for restoration work done as a result of the work performed by the Contractor.

- 5.4.3 Payment for water shall be made at the tendered price per kilolitre for the quantity used to water as directed by the Engineer and shall be compensation in full for supplying all equipment including metering equipment when required, and all necessary labour and material and for applying water as herein required. No payment for water shall be made unless supported by the City's tickets signed by the City ticket taker on the job site.

SECTION VI - ADJUSTMENT OF EXISTING SEWER, WATER & UTILITY APPURTENANCES

- 6.1 The Contractor shall raise or lower all existing manhole frames and covers to proposed finished grade. Where base course asphalt only is to be laid under the Contract, the proposed finished grade shall mean the proposed finishing grade of the asphalt base course. It will be the Contractor's responsibility to investigate the difficulties to be encountered, particularly where the lowering of a manhole frame and cover will require that the existing precast or poured section be cut down to permit the setting of the frame and cover to the proposed finished grade.

In the case where top course asphalt will not be placed until the spring of the following year due to inclement weather, manhole frames and covers shall be raised or lowered to the finished grade, of base course asphalt. At the time of placing top course asphalt, the manhole frame and cover shall then be raised to the finished grade of the top course asphalt through the use of a manhole cover lift ring of appropriate size or other method approved by the Engineer. The Contractor shall ensure that his unit bid price is sufficient to cover the cost of adjusting manholes with more than one (1) operation if required. In no event will manhole adjustments be paid for more than once.

- 6.2 Payment for these items will be based on the tendered bid per unit and shall include any excavation required, the supply, placement and compaction of granular backfill, the removal and salvaging of the frame and grate, roughening of the upper surface of the concrete, removal and disposal of the concrete in the structure as required, removal and disposal of the existing brick work in the structure, supply and placing new concrete brick as required, resetting and grouting the grate and frame to the required elevation and any other items of work and materials incidental to the completion of the work.

APPENDIX II
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SECTION 101 - INTERPRETATION

101-1 CONTRACT

-means the agreement, covering the performance of the work, including the supply of any and all work, labour, implements and materials that could reasonably be required properly and satisfactorily to complete the work to be performed and also includes the plans, specifications, contract bond and any written supplementary agreements that may be made in order to ensure the completion of the work in an acceptable manner.

101-2 CONTRACTOR

-means the person, partnership or company undertaking the execution of the work under the terms of the Contract.

101-3 CORPORATION

-means the municipal corporation entering into the Contract with the Contractor.

101-4 ENGINEER

-means an engineer of the Corporation of such person designated in writing as the Engineer by the Corporation.

101-5 INSPECTOR

-means any person, partnership or company that the Engineer may appoint for the purpose of assisting in the supervision and inspection of the work and the materials to be used in the work.

101-6 MAJOR ITEM

-means any individually bid Tender item that has an actual value, calculated on the basis of its actual or estimated tender quantity, whichever is the larger, and its tender under price, equal to or greater than 5% of the total tender value, calculated on the basis of the total of all the estimated tender quantities and the tender unit prices.

101-7 PLANS OR DRAWINGS

The terms plans and drawings are used interchangeably and mean any contract plans or contract drawings or any approved working plans or approved working drawings or any reproduction of plans and drawings pertaining to the work.

"Contract Plans" or "Contract Drawings" - means plans or drawings provided by the Corporation for the work.

"Working Plans" or "Working Drawings" - means any plans or drawings prepared by the Contractor and approved by the Engineer for the execution of the work.

101-8 SPECIFICATIONS

-means all written or printed descriptions or instructions pertaining to the method and manner of performing the work, or to the quantities and qualities of the materials to be furnished and works to be carried out under the Contract, and includes the Tender, General Conditions, Standard Specifications, Supplemental Specifications and Special Provisions, together with all written agreements made or to be made pertaining to the method or manner of performing the work, or to the quantities or qualities of materials to be furnished and works to be carried out under the Contract.

101-9 STANDARD SPECIFICATIONS

means the requirements and stipulations of standard practice by the Corporation for the control of work.

101-10 SUPPLEMENTAL SPECIFICATIONS

-means the specifications, supplemental to the standard specifications.

101-11 SPECIAL PROVISIONS

-means special directions containing requirements peculiar to the work not adequately provided for by the standard or supplemental specifications.

101-12 SUBCONTRACTOR

-means a person, partnership or company undertaking the execution of a part of the work by virtue of an agreement between himself and the Contractor, and who has independent control over, and who is paid either by a lump sum or by stated unit prices for the work to be done under such agreement.

101-13 WORK

-means the work undertaken by the Contractor pursuant to the provisions of the Contract.

101-14

-the words, 'approval', 'directed', 'required', 'considered necessary', 'authorized', 'acceptable', 'satisfactory', or words of like import shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the Engineer.

SECTION 102 - CONTRACTOR'S INVESTIGATIONS, SURETY AND CONFORMITY OF WORK WITH PLANS AND SPECIFICATIONS102-1 CONFORMITY OF WORK WITH PLANS AND SPECIFICATIONS

The Contractor shall perform all work and shall furnish all materials and complete the whole of the work in strict conformance with the plans and specifications.

102-2 CONTRACTOR'S INVESTIGATIONS

The Contractor declares that in tendering for the work and in entering into the contract, he has either investigated for himself the character of the work to be done and all local conditions including the location of any utility which can be determined from the records or other information available at the offices of any person, partnership, Corporation, including a municipal corporation and any board or commission thereof having jurisdiction or control over the utility, that might affect his Tender or his acceptance of the work, or that, not having so investigated and except as hereinafter provided he is willing to assume and does assume, all risk of conditions now existing or arising 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 fulfill, than was contemplated or known when the tender was made or the contract signed.

The Contractor declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Corporation or any of its servants or agents respecting the nature of conformation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for or in connection with the tender or the contract by the Engineer.

102-3 SURETY AND DEPOSIT

The performance and any payment bonds or the cash or collateral deposited with the Corporation in connection herewith shall be held by the Corporation to secure the due performance and observation of the contract and the payment of all creditors as required by the Contract.

The cash deposit made with the tender shall be released to the Contractor when the contract has been signed by him, proof of Workman's Compensation Board coverage submitted, and the performance and any payment bonds or cash or collateral deposited with and approved by the Corporation.

SECTION 103 - SCOPE OF WORK103-1 ESTIMATED QUANTITIES

The estimated quantities set forth in the tender are approximate only. If the quantity of work to be done and material to be furnished exceeds or is less than the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of work done and material furnished at the unit prices set forth in the contract, except as provided below:

- a) In the case of a major item where the quantity of work done or material furnished exceeds the tender amount by more than 20% and where with such over-run the unit cost of the work done or material furnished is higher or lower than the tender price, then upon the written request of either party to the contract, negotiations shall be carried out as soon as reasonably possible to determine the revised unit price. Adjustments of compensation shall be applied only to the final quantity less 20% of the tender quantity. The revised unit price shall be based on the actual cost plus a reasonable allowance for profit and applicable overhead.
- b) In the case of a major item, where the quantity of work done or material furnished is less than the tender quantity by more than 20%, an allowance to compensate for the Contractor's losses in fixed costs will be made at a rate equal to 10% of the tender unit price on the amount of under-run in excess of 20% of the tender quantity.

103-2 CHANGES AND ALTERATIONS

The Corporation may, by order in writing, at any time before or after the commencement of the work, delete, extend, increase, decrease, vary, or otherwise alter the work to be done or material to be furnished or any part thereof. If the character of the work to be done or material to be furnished is actually changed from that on which the Contractor based his bid, by reason of such written order of the Engineer or by reason of incorrect written information supplied by the Corporation, and if the change increases or decreases the cost of the work to be done or material to be furnished, the Contractor shall proceed with the work to be done and upon the written request of either party to the contract, negotiations shall, as soon as reasonably possible, be carried out to determine the amount of compensation to be paid, provided that if such change in character relates solely to quantities, it shall be dealt with under Sub-Section 103-1 and not otherwise.

103-3 EXTRA WORK

Where the Engineer directs or otherwise authorizes the Contractor in writing to undertake work in addition to that provided for in the contract, and for which the Engineer and the Contractor agree that there is no applicable tender item, the Contractor shall proceed with the work and such work shall be considered extra work and shall be paid for as negotiated.

Where it is impractical to negotiate a price or where agreement cannot be reached on a price for approved extra work, payment for such work may be made on a time and material basis as provided in Sub-section 108-4.

103-4 CLEANING UP BEFORE ACCEPTANCE

Before any work shall be finally accepted by the Corporation, the Contractor shall make such replacements of improper materials and such corrections of faulty workmanship as have been directed by the Engineer and do such trimming and disposal of rubbish and surplus materials as to leave the work neat and presentable.

103-5 ACCEPTANCE OF WORK

The Contractor shall notify the Engineer in writing when, in the opinion of the Contractor, the work has been satisfactorily completed and the Engineer shall then cause the work to be inspected. The Contractor may notify the Engineer in writing when, in the opinion of the Contractor, a portion of the work has been completed and if the Engineer is of the opinion that such portion is a significant portion of the project, the Engineer may then cause the portion to be inspected. When the whole of the works or the portion thereof is found by the Engineer to be completed in accordance with the plans and specifications, the Engineer, subject to any extended warranties on material and workmanship and subject to the provisions of Subsection 104-1, may give notice of acceptance in writing to the Contractor and the Corporation shall henceforth assume the maintenance of the accepted work or portion thereof.

SECTION 104 - CONTROL OF WORK104-1 ENGINEER'S AUTHORITY

The Engineer may supervise and direct all work to the extent of ensuring the fulfillment of the contract and the completion of the work in accordance with the plans and specifications. He shall determine the quantities of the several kinds of work which are to be paid for under contract, and determine all questions relating to the said work and the construction thereof. The Engineer shall in all cases decide every question which may arise relative to the performance of the contract, and his estimate and findings shall be final. He shall, within a reasonable time, render a decision on all claims by the Contractor and all questions which may arise relative to the performance of the work, or the interpretation of the contract. The Contractor shall at all times and at his own expense, furnish all reasonable aid and assistance required by the Engineer or any Inspector for the proper inspection and examination of the work or any part thereof. The Contractor shall, at his own expense, furnish samples for testing when required and shall furnish all reasonable facilities for the inspection of material and workmanship. The Contractor shall obey the directions and instruction of any Inspector and they shall be made in writing at the request of the Contractor.

Notwithstanding any inspection that the Corporation might carry out, the failure of the Engineer or the Inspector to condemn or object to any defective work or material shall not constitute a waiver of any specification or the approval or acceptance of such defective work or material and except as otherwise provided herein the Contractor shall be and remain liable for such defective work or material and any loss, costs, charges or expenses in connection therewith.

104-2 CLAIMS AND NEGOTIATIONS

Where the Contractor wishes to submit a claim or to request a negotiation, the Contractor shall give notice on the form prescribed by the Engineer within seven (7) days of the date of commencement of that specific portion of the tender item or other work out of which the claim or request for negotiation arises. The

Contractor shall submit claims not later than 30 days after the date of his receipt of the final detailed statement for the entire work, identifying the item or items in respect of which the claim arises, the grounds upon which the claim is made, and the records maintained by the Contractor under Subsection 108-8 which support such claim. The Corporation may require the Contractor to submit such further and other particulars as the Corporation might require to assess the claim and the Contractor shall submit the information within 30 days therefore.

104-3 RIGHT OF THE ENGINEER TO MODIFY METHODS & EQUIPMENT

The Contractor shall make such alterations in his method, equipment and working forces as the Engineer in writing directs if at any time the method or equipment or working forces are found by the Engineer to be unsafe or inadequate to ensure the protection, safety or quality of the work or to ensure a rate of progress sufficient in the opinion of the Engineer to complete the work within the time limited therefore under the contract, but notwithstanding the foregoing, the onus is on the Contractor to ensure that such required safety protection, progress and quality of work are maintained.

104-4 PLANS AND WORKING DRAWINGS

When the nature of the work so requires, the Corporation will provide the Contractor with plans showing the details of the construction required. Working drawings showing shop details, erection diagrams, falsework, formwork and such other details as may be required for the work and which are not shown on the drawings furnished by the Corporation shall be provided by the Contractor in as many copies as required.

Work related to the working drawings shall not proceed until such drawings have been approved by the Engineer. Approval by the Engineer shall not relieve the Contractor from any responsibility for the adequacy of soundness of such working drawings or for the work they represent.

104-5 DEVIATION FROM PLANS

The Contractor shall not deviate from the contract plans, specifications and approved working drawings without the consent in writing of the Engineer.

104-6 CONFLICTS AND OMISSIONS

The Contractor shall do all work and furnish all materials in accordance with the best practice and in the event of any inconsistency or conflict in the provisions of the plans or specifications, such provisions shall take precedence and govern in the following order:

(i) Special Provisions; (ii) Contract Plans; (iii) Supplemental Specifications; (iv) Standard Specifications (v) Tender; (vi) General Conditions; (vii) Working Drawings.

Neither party to the Contract shall take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the plans and specifications. Any work or material not herein specified but which may be fairly implied as included in the contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor as if such work had been specified.

104-7 LINES AND GRADES

The Engineer will only set such stakes as he may deem necessary to properly define the general location, alignment, elevation and grade of the work. The Contractor shall give the Engineer reasonable notice of the time and place where the lines and grades will be needed. The Contractor shall assume full responsibility for detail, dimensions and elevations measured from the lines, grades and elevations so established.

All stakes, marks, and reference points shall be carefully preserved by the Contractor and in case of their destruction or removal by him, his agents, or his employees such stakes, marks and reference points shall be replaced by the Engineer at the Contractor's expense.

The Engineer may require the Contractor at the Contractor's expense to provide such masts, scaffolds, batter boards, straight edges, templates and other devices as may be necessary to facilitate laying out, inspecting and constructing the work.

Whenever necessary, work shall be suspended for such reasonable time as may be necessary to permit the Engineer to lay out and inspect any portion of the work and the Contractor shall not be allowed any extra compensation for this suspension of work.

104-8 RIGHT OF ENTRY

The Contractor shall co-operate with other Contractors, Utility Companies and the Corporation and they shall be allowed free access to their work at all times. The Engineer reserves the right to alter the method of operations on this contract to avoid interference with other work.

104-9 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for and shall give adequate attention to the prosecution and completion of the work in accordance with the terms of the contract. The Contractor shall at all times have on the work, as his agent, a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications and of adequately communicating with the Engineer and his representatives, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives. Such superintendence shall be furnished irrespective of the amount of work sublet and shall include the supervision and direction of all sub-contractors.

The Engineer shall be provided to his satisfaction with the address and telephone number of a Contractor's representative who may be contacted and available within reasonable notice 24 hours a day, 7 days a week, on matters relating to this contract.

104-10 DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Engineer, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work, by the Contractor's unlicensed equipment, the Contractor shall, on the direction of the Engineer and at the Contractor's own expense make changes in or substitutions for such unlicensed equipment or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Engineer.

104-11 EXCESS LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for use on the work under the contract, in whole or in part upon a public highway and where motor vehicles registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas in the contract where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads. Notwithstanding any other provision of the contract, where a vehicle is hauling material which is being measured for payment by weight, over any portion of the highway on which overloading is not permitted by this Contract, and where the load exceeds the legal limit of the vehicle by more than 1000 pounds, the Corporation will make no payment to the Contractor for any portion of the load in excess of the vehicles legal limit.

104-12 CONDITION OF SITE

The Contractor during the progress of the work shall keep the site and work in as tidy a condition as practicable. He shall not deposit any material on any portion of the street, sidewalk, boulevard or other Corporation or public property, without permission of the Engineer, and shall remove same without delay when and as directed by the Engineer.

Unless all surplus material or plant, rubbish, false work, etc. is removed from time to time, when and as directed, the Engineer will proceed to do whatever is necessary to restore the site, street, sidewalk, boulevard or other Corporation or public property, to a tidy condition, and charge the cost thereof against the Contractor. Whenever and wherever any work is closed, suspended or stopped for the winter, all material of every description must be gathered up from off the streets, foot-walks, and boulevards and removed therefrom, provided always there shall be no stoppage of work without the approval of the Engineer.

SECTION 105 - CONTROL OF MATERIALS105-1 SUPPLY OF MATERIALS

All materials necessary for the proper completion of the work, except those listed as being supplied by the Corporation, shall be supplied by the Contractor. Measurement for Payment and Basis of Payment clauses as may be included in material specifications shall not apply to this Contract. The Contract prices for the appropriate tender items shall be deemed to include full compensation for the supply of such materials.

105-2 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

All materials supplied by the Contractor shall conform to the requirements of the specifications and be approved by the Engineer prior to use in the work. Where required by the Engineer, the Contractor shall furnish a complete written statement of the origin, composition and manufacture of any materials to be supplied by him and shall furnish samples thereof for testing purposes. The Contractor shall not change the source of supply of materials without the written authorization of the Engineer.

Approval of any materials by the Engineer shall not be considered as waiver of objection to the work or materials at any subsequent time, due to their failure to conform with the specifications.

The Corporation may carry out on the supplier's premises, such inspection, sampling and testing as may be required before materials can be approved. In order to make such inspection and testing possible, the Contractor shall notify the Engineer of his sources of supply, at least three (3) weeks in advance of the material shipping dates and shall arrange with suppliers for the Corporation representatives to have free access to such parts of the plans as concern the manufacture or production of the materials ordered.

105-3 DEFECTIVE MATERIALS AFFECTING WORK

Upon the direction of the Engineer, the Contractor at his own expense, shall replace or correct any defective work resulting from faulty material supplied by the Contractor, or resulting from material supplied by the Corporation, which has been damaged while under the Contractor's care.

SECTION 106 - LEGAL RELATIONS AND RESPONSIBILITY

Section 106-1 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

The Contractor, his agents and all workmen and persons employed by him or under his control, including Sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work, and the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roads, ways, ditches, drains and watercourses whether natural or artificial or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any of his agents, workmen or persons employed by him or under his control including Sub-contractors and shall bear the full cost thereof and shall at his own expense make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic on any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work and the Contractor shall indemnify and save harmless the Corporation from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of the right-of-way, the Contractor shall use reasonable care not to damage or deface the remaining portions of the right-of-way, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by the Contractor at his own expense to the satisfaction of the Engineer.

Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of his intention so to do, may withhold payment of any monies due to the Contractor under this or any other contract until the Contractor has rectified such damage,

injury, or infringement or has paid adequate compensation for such damage, injury or infringement, provided, however, that the Corporation will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of his claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits, or waste disposal areas, the Contractor shall provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor pursuant to subsection 108-6 except however, where the owner's signature is withheld solely on the basis of damage, injury or infringement, it will be dealt with as provided elsewhere in this subsection.

106-2 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance acceptable to the Engineer providing insurance coverage in respect of any one accident to the limit of at least \$1,000,000.00 exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall name the Corporation as an additional insured thereunder and shall protect the Corporation against all claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the Contract and the Contractor shall forward with the executed Contract documents a certified copy of the policy or certificate thereof, as the Corporation may direct.

106-63 PROVISION FOR TRAFFIC

The Contractor shall at all times carry on the work in a manner that will create the least interference with traffic, consistent with the faithful performance of the work.

The Contractor shall not close the road or reduce the width or number of traffic lanes available for traffic except as specified in the contract documents or unless he has received the approval of the Engineer.

When it is required to maintain a road through the work, traffic within, entering or leaving the construction zone shall be controlled by and at the expense of the Contractor, by the erection and maintenance and by the relocation where necessary, of such signs, delineators, barricades, lanterns and flashing lights and by the provision of such flagmen as are required for the proper notification and protection of the public. With respect to work carried out on or adjacent to railway property, the Contractor will be responsible for the cost of flagmen and other devices for the control of traffic, which may be required by or provided by the railway authority.

Signs, delineators, barricades, lanterns and flashing lights shall be of types prescribed or approved by the Corporation and shall be provided by the Contractor. Upon the final acceptance of the work, by the Engineer, signs and delineators shall, at the Contractor's expense, be removed from the work. Flagging procedures shall conform to the recommendations of the Construction Safety Association of Ontario.

Without limiting the responsibility of the Contractor to properly notify the public of and protect it from traffic hazards, the Engineer may require the Contractor to provide additional notification or protection for the public.

If at any time the Contractor fails to provide for the safe passage and control of traffic on any existing road or detour for which, under the Contract, he is responsible and if the Contractor fails to correct forthwith such an unsatisfactory condition upon being so directed in writing, the Engineer may immediately correct the unsatisfactory condition and take such other action as he deems necessary to provide for the safe passage and control of traffic. The Corporation may deduct from any monies due or to become due to the Contractor on any account any cost or expense incurred by the Corporation under this paragraph. No act or failure to act on the part of the Engineer under this paragraph shall relieve the Contractor from his responsibilities under the contract.

106-4 THE PROVISION OF A ROAD THROUGHOUT THE WORK

Where a roadway is affected by construction, the highway must be kept open to traffic, and the Contractor shall, except as otherwise provided in this subsection, provide and maintain for the duration of the work, a road throughout the length of the work, whether along an existing public road including the road under construction, or on detours within or adjacent to the right-of-way.

The Contractor will not be required to maintain a road through the work until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the contract that has been accepted in accordance with subsection 103-5 or on public roads outside the limits of the contract.

Where localized and separated sections of the roadway only are affected by the Contractor's operations, the Contractor will not be required to maintain intervening sections of the existing public road until such times as these sections are located within the limits of the roadway affected by the Contractor's general operations under the contract. The Contractor will not be required to apply de-icing salts and abrasives or carry out snowploughing operations as may be required for the safe passage and control of traffic.

Where the contract provides for or the Engineer requires detours at specific locations, payment for the construction of the detours and if required, for the subsequent removal of the detours will be made at the contract prices appropriate to such work and the Corporation will arrange for the acquisition of lands required for such detours.

The cost of supplying all labour, equipment and material required to maintain in a satisfactory condition for traffic, a road through the work including any detours constructed in accordance with the contract or with the approval of the Engineer, shall be paid by the Corporation at the contract prices appropriate to such work or where there are no such prices, at negotiated prices.

Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment will be made.

Where the work under this contract is for any reason discontinued and will not be resumed until the following working season or for any extended period, the Contractor shall, when directed by the Engineer, open and place the highway and detours in a passable, safe and satisfactory condition for public travel and the highway shall not again be closed to traffic, or traffic thereon be obstructed without written authority of the Engineer.

Where the Contractor constructs a detour which is not specifically provided for in the contract, or required by the Engineer, the construction of the detour and if required, the subsequent removal shall be carried out at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Engineer. Removal shall be carried out as directed and at the discretion of the Engineer and shall consist of the disposal, levelling and trimming of the excavated material and such restorative measures as may be required.

Where, with the written approval of the Engineer, the road is closed and the traffic diverted entirely off the road allowance, to any other public roads, the Contractor shall at his own expense supply and erect barricades, lights, including flashing lights and such other protection as may reasonably be required by the Engineer at all points where traffic might enter on that portion of the road so closed to traffic. The Contractor, when required by the Engineer, shall supply watchmen to protect the barricades and direct traffic at each end of the portion or portions of the highway closed to traffic. The Contractor shall at his own expense erect signs and lights and maintain such approved detours over other public roads which may be used during the said closure of the road, as directed by the Engineer.

The foregoing provisions shall in no way relieve the Contractor of his obligations under the various provisions of the contract dealing with the Contractors' responsibility for damage claims, except for claims arising on sections of road within the limits of the contract that are being maintained by the Corporation.

106-5 ACCESS TO PROPERTIES ADJOINING THE WORK

The Contractor shall provide at all times and at his own expense, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer.

Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected property owners and such interruptions shall be arranged so as to create a minimum interference to those affected.

106-6 CONSTRUCTION AFFECTING RAILWAY PROPERTY

The methods of construction and the timing of work within or adjacent to railway property shall be subject to the approval of the Engineer.

Before any work is commenced, the Contract shall give the Engineer, at least 7 days prior notice in writing, so that arrangements can be made for the Railway Company to appoint flagmen and to provide protection according to Railway Company requirements.

The Contractor shall provide and pay for all protection and flagging required in accordance with Section 106-4.

106-7 EXPLOSIVES

The Contractor shall comply with all statutes, regulations, by-laws and orders relating to the supply, hauling, handling, use of and storing of explosives.

Before any blasting operations are carried out, the Contractor shall give reasonable notice to any department or agency of Government and to any person, partnership or corporation including a municipal corporation and any board or commission thereof affected thereby.

In addition to any other precaution that may be necessary, the Contractor shall, immediately prior to a blast, clear the blasting area of all residents, vehicular and pedestrian traffic, and shall post flagmen on each road entering the blasting area, who shall stop traffic and shall prevent such traffic from entering the area until the blast has taken place.

Notwithstanding any direction of the Engineer in regard to explosives, drilling or methods of blasting used, the Contractor shall take all precautions necessary to ensure that persons are not injured and that adjoining property and structures including public utilities are not damaged. Without limiting the generality of Section 106-1, the Contractor shall be responsible for all claims whatsoever arising from the hauling, handling, use of or storing of explosives and all effects direct or indirect of the blasting operation.

No payment shall be made for protective measures or for damage to persons or for damages or repairs to property, structures or public buildings or for any claim whatsoever arising from blasting operations. All such costs shall be included in the unit prices bid for the items requiring the blasting.

106-8 TREES AND SHRUBS

Except as otherwise provided for in the contract, the Contractor shall protect from injury all trees and shrubs on or near the line of the work and on private property. Where the line of a trench passes close to trees the Contractor shall construct timber barricades around each tree or group of trees, or tunnel below the trees. Excavated material shall not be placed in contact with any tree, and the cutting of branches will not be allowed except with the written approval of the Engineer and the owners of the trees. No extra payment will be allowed the Contractor on account of any expense he may be put to in protecting existing trees, and the Contractor shall be responsible for any damage done to the trees by his workmen, trucks or equipment.

106-9 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTIONS

The Contractor shall indemnify and save harmless the Corporation from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by him in connection with work done or material furnished by him under the contract.

106-10 OBSERVANCE OF LAWS, STATUTES AND REGULATIONS

The Contractor shall obtain at his own expense all licenses or permits required by by-law or statutes and regulations made thereunder.

106-11 NOTICE TO THE CONTRACTOR

Any notice in writing to be given to the Contractor in relation to any matter arising under the contract or in respect of the work to be done hereunder may be give by delivering same to the contractor, or the Contractor's representative, for the time being, or by mailing the same addressed to the Contractor at such address as he may have specified in his Tender and in default of any such address being so specified, such notice shall be deemed to have been given at the time of mailing of such notice to the last address which the Corporation may have for the Contractor.

106-12 NOTICE TO THE OWNER

Any notice to be given to the Corporation shall be in writing and shall be directed to the Engineer.

SECTION 107 - PROSECUTION AND PROGRESSSection 107-1 TIME AND ORDER OF COMPLETION

Before starting the work the Contractor shall submit in writing to the Engineer his proposed methods and sequence of work and shall obtain approval therefore and such approval shall not relieve the Contractor of any of his duties and obligations under this Contract.

The Engineer may direct the Contractor in writing as to the time, precedence or order in which any work to be done under the contract shall be performed.

The work shall not be commenced until the Contractor has received a written order to commence the same, signed by the Engineer and it shall thereupon be commenced within seven (7) days of the commencement date specified therein and continuously and with utmost diligence and dispatch carried on to completion subject to any other provisions of this contract and shall be completed and full possession thereof, given to the Corporation within the time allowed in the special provisions, said time to commence on the date of said written order; unless a longer time shall be allowed in writing by the Engineer, in which case it shall be carried on to completion and possession given to the Corporation within the additional time as allowed.

107-2 EXTENSION OF TIME

An extension of time may be granted in writing by the Engineer in the event of the work being delayed beyond the prescribed time for completion as a result of causes beyond the Contractor's control. Such extensions shall be for such time as the Engineer may prescribe, and the Engineer shall fix the terms on which the said extension may be granted. An application by the Contractor for an extension of time as herein provided shall be made to the Engineer in writing on the form prescribed at least fifteen calendar days prior to the date of completion fixed by the contract. All bonds or other surety furnished to the Corporation by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Engineer with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Corporation whatsoever under the contract, and all of such rights shall continue in full force and effect after the time limited in the contract for the completion of the work and whenever in the contract, power and authority is given to the Corporation or the Engineer, or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in the contract for the completion of the work but also in the event of the same happening after the time so limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Engineer. In the event of the Engineer granting an extension of time, time shall continue to be deemed of the essence of the contract.

107-3 ASSIGNMENT, SUBLETTING AND RENTING

The Contractor shall not assign, transfer or sublet the whole or any portion of the contract, or the whole or any portion of the work to be performed under the contract without the consent in writing of the Engineer, and the Contractor shall not transfer or assign any monies which may be due or which may become payable under the contract without the consent in writing of the Engineer, provided that any consent so given shall not under any circumstances relieve the Contractor of liabilities and obligations assumed by him under the contract.

Where a bidder has withdrawn his bid on the Contract after the closing of tenders or having been offered the contract by the Corporation has for any reason failed to enter into it the Contractor shall not assign, transfer or sublet any part of the contract nor shall he rent any equipment required for the contract if such assignment, transfer, subletting or rental will result in such bidder or any person, firm or corporation having an interest in such bidder, directly or indirectly receiving any benefit. The Contractor shall not purchase from such bidder or from any firm or corporation having an interest in such bidder, material required for the contract, without the consent of the Engineer in writing.

107-4 NON-FULFILLMENT OF THE CONTRACT

If the Contractor fails or neglects to commence or to prosecute the work diligently and at a rate of progress that in the opinion of the Engineer will ensure the entire completion of it within the time limit therefore under the contract, or should the Contractor become bankrupt or insolvent, commit any act of insolvency, abandon the work, or fail to observe and perform any of the provisions of this contract of which the Engineer shall be the sole judge, or should the Contractor default in the completion of the work within the time or extended time limited therefore under the Contract, then in any of such cases, the Engineer may notify him to discontinue all work under the Contract, and the Corporation may then employ such means as it may deem necessary to complete the work, and in such a case the Contractor shall have no claim for further payment in respect of work performed and no claim against the Corporation for any loss or damage caused by or resulting from the work being taken out of the control of the Contractor but the Contractor shall be chargeable with and shall remain liable for all loss, damage, expense or cost which may be suffered by the Corporation by reason of

such default, bankruptcy, insolvency or act of insolvency. If the said loss, damage, expense or cost exceeds the sum which would have been payable under the Contract, if the same had been completed by the said Contractor, the Contractor or his surety shall pay the amount of such excess to the Corporation and such amount or any portion thereof may be deducted from any monies due or to become due to the Contractor.

107-5 SUSPENSION OF WORK

The Contractor shall, upon written notice from the Engineer, discontinue or delay any or all of the work when, in the opinion of the Engineer it is unwise to proceed for any reason whatsoever, and the work shall not be resumed until the Engineer shall in writing so direct.

107-6 LOSSES AND DAMAGES

Except as otherwise provided for in the contract all loss or damage occasioned to the work or arising out of the nature of the work to be done or from the normal action of the elements or from any reasonably foreseeable circumstances in the prosecution of the same, or from any normal difficulties which may be encountered in the prosecution of the work, having regard to the nature thereof shall be sustained and borne by the Contractor at his own expense and all material required to replace any defective or rejected work, or to restore any failure shall be at the expense of the Contractor.

107-7 LABOUR DISPUTES

Except to the extent that relief is granted under subsection 107-2, the Contractor shall bear the risk and responsibility of any loss, damage or expense to the work or to himself of any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the Corporation to meet its obligations under the Contract.

107-8 CHARACTER AND EMPLOYMENT OF WORKMEN

The Contractor shall employ only orderly, competent and skillful men to do the work and shall give preference to available residents in the area of the contract. Whenever the Engineer shall inform him in writing that any man or men on the work are, in the opinion of the Engineer, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the consent of the Engineer.

107-9 NOTICES BY THE CONTRACTOR

Before work is carried out which may affect any department or agency of government or any person, partnership or corporation including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specific operations as are prescribed elsewhere in the Contract, the Contractor shall give at least 48 hours advance notice of the date of commencement of such work, to the person, partnership, corporation, board or commission so affected.

In the case of damage to, or interference with any utilities, pole lines, pipe lines, farm titles or other public or other privately owned works, the Contractor shall immediately notify the owner and the Engineer of the location and details of such damage or interference.

The Contractor shall post prominently and maintain on the site of the work and wherever else the Engineer may require, legible copies of any notice, schedule or other information that he is required to post under this Contract or under any statute, regulation, by-law or agreement.

107-10 OBSTRUCTIONS

The Contractor assumes all the risks and responsibilities arising out of any obstructions on or under the highway right-of-way and any traffic conditions caused by such obstruction including traffic conditions on any highway or road giving access to the contract area and he shall not make any claim against the Corporation for any loss, damage or expense occasioned thereby.

During the course of the contract, it is the Contractor's responsibility to consult with municipal authorities or utility companies for further information in regard to the exact location of utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the utility from damage.

107-11 LIMITATIONS OF OPERATIONS

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry on his operations under the contract on Sundays, without permission in writing of the Engineer.

The Engineer may, in writing, require the Contractor to cease or limit his operations under the contract on any day or days if the operations are of such a nature or if the work is so located or if the traffic is of such a volume that the Engineer deems it necessary or expedient so to do.

107-12 TIME OF THE ESSENCE OF THE CONTRACT

Time shall be deemed to be of the essence of the contract.

SECTION 108 PAYMENT108-1 PRICE FOR WORK

The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary material, labour, tools, equipment, supplies and other incidentals and for performing all work under the contract.

108-2 ADVANCE PAYMENTS TO CONTRACTOR

Subject to the approval in writing of the Engineer, advanced payment for materials intended for use in the work may be made to the Contractor, upon his written request, according to the terms and conditions hereinafter specified.

1. The Contractor shall, in advance of receipt of the shipment of the material arrange for adequate and proper storage facilities and notify the Engineer of the location(s) of the same.
2. The value of aggregates, processed and stockpiled, shall be assessed according to the following percentage of the tender item unit price for the appropriate material.
 - a) Granular "A" and 5/8" crushed material shall be assessed at the rate of 60% of the tender item unit price.
 - b) Coarse aggregates for hot mix asphaltic concrete, surface treatment, and batched-on-site portland cement concrete shall be assessed at the rate of 30% of the tender item unit price.

Payment for granular materials and aggregates obtained from commercial sources will be considered only if the material is hauled and stockpiled at a location other than a commercial source.

3. Payment for all other materials, unless otherwise specified elsewhere in the contract, shall be based on the invoice price paid by the Contractor, and the Contractor shall submit proof of payment to the Engineer before payment can be made by the Corporation.

4. The payment for all materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the material. Such payment shall not exceed 80% of the Contract price bid for the item.
5. All materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the material and shall thenceforth be held by the Contractor in trust for the Corporation as collateral security for any monies advanced by the Corporation and for the due completion of the said work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any material from the storage locations, except for inclusion in the work, without the consent, in writing, of the Engineer.
6. The said materials shall remain at the risk of the Contractor who shall be fully responsible for any loss, damage, theft, improper use or destruction of the material however caused.

108-3 PRICES AND PAYMENTS

An estimate in writing will be made by the Engineer once a month of the amount of work done and material furnished and of the value thereof according to the terms of the contract. The first estimate will be of the amount or quantity and value of the work done since the Contractor commenced the performance of the contract, and every subsequent estimate, except the final one, will be the amount or quantity of work done since the last preceding estimate was made. Two (2) copies of each estimate will be delivered to the Contractor by the Engineer. The Contractor shall present to the Corporation one (1) copy of the estimate certified by him to be correct in the manner prescribed by the Corporation.

Upon receipt of one (1) copy of the estimate, certified as aforesaid and upon its approval by the Engineer, the Corporation subject to sub-sections 106-1 shall pay to the Contractor, 85% of such estimated value.

When the contract is duly completed in accordance with the terms herein contained, and the entire work is accepted by the Engineer, the Corporation may, after the expiration of 37 calendar days from the date of acceptance, pay to the Contractor such amounts of the estimated value of the work done and material furnished in accordance with the terms of the contract including Extra Work under Section 103-3 in excess of the amounts paid under the preceding paragraph as the Corporation deems proper.

Following the acceptance of the entire work by the Engineer, a final detailed statement shall be made by the Engineer of the value of all the work done and material furnished under the contract including work done or material furnished as Extra Work under Section 103-3 and within five (5) months after the date of acceptance of the entire work two (2) copies thereof shall be delivered to the Contractor. Within one (1) month after such delivery to him, the Contractor shall present to the Corporation, one copy of such detailed statement, certified by him to be correct and also on the forms prescribed, Contractor's and Sub-Contractor's verification certificates and a Workmen's Compensation Board clearance certificate. Upon receipt by the Engineer of the verified statement and certificates and except as herein otherwise provided, there shall be paid to the Contractor within one (1) month of the date of receipt by the Corporation of the certified detailed statement, an amount equal to the amount of the said detailed statement, less all amounts previously paid to the Contractor, provided that the Corporation may retain any portion of such payment that it deems necessary for its protection against claims for liabilities or for protection against any claims that the Corporation may have against the Contractor under this contract or otherwise.

Delay by the Corporation in making any payment due to the Contractor following the acceptance of the entire work by the Engineer for work done or material furnished under the contract and listed on the final detailed statement, shall be deemed not to be a breach of the contract by the Corporation but the Corporation shall, in respect of any such payment made more than seven (7) months after the date of acceptance of the entire work by the Engineer, pay the Contractor interest at the rate of 8% per annum for the period from the day next following the expiration of the said seven (7) month period to the date of payment.

Except as provided in this section, the Corporation shall not pay interest on any amount which may at any time become payable to the Contractor under this Contract.

108-4 PAYMENT FOR EXTRA WORK ON A TIME AND MATERIAL BASIS

For the purposes of this section, "Cost of Labour" means the amount of wages salary and payroll burden paid or incurred directly by the Contractor to or in respect of labour and supervision by foremen actively and necessarily engaged on the extra work based on the recorded time and hourly rates of pay for such labour and supervision, but shall not include any payment or costs incurred for general supervision, administration or management time spent on the extra work or any wages, salary or payroll burden for which the Contractor is compensated by any payment made by the Corporation for equipment.

"Payroll Burden" means the payments in respect of workmen's compensation, vacation pay, unemployment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund and such other welfare and benefit payments as form part of the Contractor's normal labour costs and shall include any cost or expense as the Engineer may approve, which has been incurred by the Contractor for food, lodging or similar items.

"Cost of Material" means the cost of material purchased by the Contractor for the extra work as shown by itemized invoices and the cost of material from the Contractor's stock used on the extra work, valued at current prices.

"The 527 Rate" means the rate for a unit of equipment as listed in Ministry of Transportation and Communications Form 527 (Schedule of Rental Rates for Construction Equipment) which is current at the time the extra work is carried out or for equipment which is not so listed, the rate which has been calculated by the Corporation, using the same principles as used in determining the 527 rates.

"Rented Equipment" means equipment that is rented from a person, firm or corporation that is not an associate or affiliate of the lessee as defined by the Securities Act, R.S.O. 1970, Chapter 426 and does not include equipment that is being paid for under a rental purchase agreement or under a lease purchase agreement.

"Working Time" means each period of time during which a unit of equipment is actively and of necessity engaged on a specific operation and the first two (2) hours of each immediately following period during which the unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

"Standby Time" means any period of time which is not considered working time and which together with the working time does not exceed 10 hours in any one working day and during which time a unit of equipment cannot practically be used on other work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

"Work" means Extra Work approved by the Engineer pursuant to Section 103-3 and paid for on a time and material basis. Such work may be supervised by the Engineer and shall be carried out by an equipment and labour force and in such a manner as the Engineer may approve and subject to such exceptions as the Engineer may permit in writing, the work shall be subject to all the terms, conditions, specifications and provisions of the Contract.

Daily work records prepared by the Engineer and reporting the labour and equipment employed and the material used on each extra work project shall be reconciled and signed by the Contractor's representative each day.

The Corporation will pay the Contractor for labour and supervision employed on each extra work project at the rate of 135% of the cost of labour, up to \$1,000.00 plus 120% of any portion of the cost in excess of \$1,000.00.

The Corporation will pay the Contractor for material used on each extra work project, 120% of the cost of material up to \$1,000.00 plus 115% of any portion of the cost in excess of \$1,000.00.

The Corporation will pay the Contractor for the working time of equipment other than rented equipment on the basis of 527 Rates, with a cost adjustment as follows:

- a) Where the cost based on 527 rates of all non-rented equipment used on the extra work project is \$5,000.00 or less there will be no adjustment.
- b) Where the cost based on 527 rates of all non-rented equipment used on the extra work project is greater than \$5,000.00 but less than \$10,000.00 the Corporation will pay the Contractor \$5,000.00 plus 90% of the portion in excess of \$5,000.00.
- c) Where the cost based on 527 rates of all non-rented equipment used on the extra work project is greater than \$10,000.00 the Corporation will pay the Contractor \$9,500.00 plus 80% of the portion in excess of \$10,000.00.

The Corporation will pay the Contractor for the working time of rented equipment used on the extra work project at 105% of 527 rates.

The Corporation will pay the Contractor for the standby time of equipment other than rented equipment at one third the 527 rate. In addition, the Corporation will include in the cost of labour, the wages, salary and payroll burden of the operator or operating crew who cannot be otherwise employed during the standby period.

The Corporation will pay the Contractor for the standby time of rented equipment and for the downtime of rented equipment which has been idled by the circumstances giving rise to the extra work project at 35% of the 527 rate. In addition, the Corporation will include in the cost of labour, the wages, salary and payroll burden of the operator or operating crew who cannot be otherwise employed during the standby period or during the period of enforced idleness. Alternatively, however, the Engineer may require rented equipment idled by the circumstances giving rise to the extra work project, to be returned to the lessor until the work requiring the equipment can be resumed, in which case, the Corporation will pay such costs as result directly from the enforced return of the equipment.

When equipment is transported to or from the site of the work, payment will be made by the Corporation only in respect to the transporting units. When equipment is moved under its own power it shall be deemed to be working.

The method of moving the equipment and the rates shall be subject to the approval of the Engineer.

Where the Contractor arranges for the extra work to be carried out by others the Corporation will pay the Contractor 105% of the compensation as herein before provided. However, such percentage allowance over the prescribed compensation shall apply only once regardless of the number of times the work has been assigned or sublet and no percentage allowance over the prescribed compensation will be paid to any associate or affiliate as defined by the Securities Act, R.S.O. 1970, Chapter 426 or in respect of any compensation for rented equipment.

Except where there is agreement to the contrary the compensation as herein provided shall be accepted by the Contractor as compensation in full for all costs and expenses arising out of the extra work and no other payment or allowance will be made in respect of such work.

Notwithstanding any other provision of this section no payment shall be made to the Contractor for or in respect of hand tools or equipment that are tools of the trade.

Each month, the Contractor may submit an invoice to the Engineer covering work performed on the extra work project during the preceding month and to the extent that the work covered by the invoice can be verified by the Engineer, the invoice will be processed by the Corporation for payment.

The final invoice shall be submitted by the Contractor within 30 days after the completion of the extra work project.

Separate invoices shall be submitted in triplicate for each extra work project. Each invoice shall include the order number and covering dates of the work and shall itemize separately, labour, materials and equipment and submitted with the invoice shall be invoices for materials, rented equipment and other charges incurred by the Contractor on the extra work.

108-5 MEASUREMENT OF EXCAVATED MATERIALS

Whenever this contract requires the payment for excavation at a price per cubic yard the volumes shall be measured in their original position and computed in cubic yards by the method of average end areas unless otherwise provided for under the specifications for the item of work requiring their use.

108-6 CONTRACTOR'S DISCHARGE OF LIABILITIES

The Contractor shall discharge and cause each Sub-contractor to discharge all liabilities incurred, for labour, materials or services used or reasonably required for use in the performance of this Contract on the date upon which each becomes due. At the request of the Corporation, the Contractor shall furnish the Corporation with evidence satisfactory to it that his liabilities and those of the Sub-contractors, as aforesaid, have been discharged and this shall include a certificate or certificates from the Workmen's Compensation Board that they have complied with the requirements of the Workmen's Compensation Board and are in good standing on the books of the Board.

No payment to which the Contractor is otherwise entitled under this contract shall at the discretion of the Corporation be due and payable to him so long as he or any Sub-contractors are in default under this section, and upon such default occurring, the Corporation may in respect of claims submitted by creditors having a contractual relationship with the Contractor, after notice in writing to the Contractor and his Surety, withhold payment on the whole or any part of any such liability of the Contractor. Interest will not be paid on any such funds withheld.

108-7 PAYMENT OF WORKMEN

The Contractor shall, in addition to any fringe benefits, pay the workmen employed by him on the work in accordance with the Labour Conditions set out in a Special Provision of this Contract and at intervals of not less than twice a month or in accordance with the Labour Conditions in any Corporation By-law, whichever is greater.

The Contractor shall require each Sub-contractor or other person doing any part of the work contemplated by this Contract to covenant with the Corporation that he shall pay the workmen employed by him on the work at the wage rates and in the manner required by this section.

Where any person employed by the Contractor or any Sub-contractor or other person on work contemplated by this Contract is paid less than the amount required to be paid under this contract, the Corporation may deduct any monies payable to the Contractor under this or any other contract and pay to such person a sum sufficient to bring that person's wages up to the amount required to be paid under this contract.

108-8 BOOKS, PAYROLLS, ACCOUNTS AND RECORDS

The Contractor shall maintain and keep sufficiently complete and accurate books, payrolls, accounts and records relating to the work or any extensions or additions thereto or claims arising therefrom to permit the verification and audit thereof and he shall have no claim for repayment of any nature and kind whatsoever, therefore, unless such books, payrolls, accounts and records have been so maintained and kept.

Daily work records prepared by the Engineer and reporting the labour and equipment employed and the material used on any specific portion of the work, shall be reconciled with and signed by the Contractor's representative each day, whenever in the opinion of the Engineer such records are required.

The Corporation or the Ministry of Labour or both may inspect and audit the books, payrolls, accounts and records of the Contractor at any time during the period of the contract and at any time thereafter as deemed necessary, and the Contractor shall supply certified copies of payrolls and any other records required whenever requested by the Corporation or the Ministry of Labour.

The Contractor shall preserve all original records pertaining in any way to the work of the contract or any extensions or additions thereto or claims arising therefrom for a period of 12 months after the date of mailing by the Corporation of the final detailed statement to the Contractor or the final settlement of all claims and negotiations whichever is the longer and the Contractor shall require that all Sub-contractors employed by him preserve all original records pertaining in any way to the work of the contract, or any extensions or additions thereto or claims arising therefrom for a similar period of time.

The Contractor shall file with the Corporation forthwith upon the appointment of each Sub-contractor a consent and covenant of each Sub-contractor under seal by which the Sub-contractor agrees to the provisions of this subsection the same was as if the subsection read "Subcontractor" for "Contractor".

108-9 GASOLINE AND FUEL TAXES

The Contractor shall pay all taxes under The Gasoline Tax Act and The Motor Vehicle Fuel Tax Act on gasoline and diesel fuel used by him in the performance of the Contract. The Contractor undertakes not to make any claim for refund of tax paid by him or any Sub-contractor and acknowledges that no refund of tax shall be granted to him or to any Sub-contractor on gasoline or diesel fuel used for any purpose whatsoever in the performance of the contract unless such refund is specifically authorized under the Gasoline Tax Act and the Motor Vehicle Fuel Tax Act respectively.

THE CORPORATION OF THE CITY OF BRAMPTON

APPENDIX 3

AGREEMENTS

THE CORPORATION OF THE CITY OF BRAMPTON
APPENDIX 3 AGREEMENTS

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1. Form of Agreement
2. Performance and Maintenance Bond
3. Certificate of Liability Insurance
4. Statutory Declaration of Payments, Liens
and Liabilities
5. Ready Mixed Concrete and Asphalt Statement
of Quantities for Refund of Retail Sales Tax

1. FORM OF AGREEMENT

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF AGREEMENT

CONTRACT NO. 80-115

This agreement made in quadruplicate this 31 day of
MARCH 1980 ft.

BETWEEN: The Corporation of the City of Brampton
(Hereinafter called the "Corporation"
of the first part)

-AND-

Dominion Paving 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:-

Placing Sand & Asphalt

b) The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, materials and 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 Engineer 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 General Conditions of this 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 work 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 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 one to seven inclusive are all of 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 the works included herein in accordance with the Unit Prices as set out in the Form of Tender, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

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 Engineer, 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 Engineer at the following addresses:

CONTRACTOR: DOMINION PAVING LIMITED
600 GARYWAY DRIVE
WESTON ONTARIO N9L 1R3

ENGINEER: J. F. Curran, P. Eng.
City Engineer
24 Queen Street East
Brampton, Ontario
L6V 1A4

ARTICLE 6

A copy of each of the Contract Documents is hereto annexed and together with the Ministry of Transportation and Communications Specifications 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 this Contract contained, nor from any position or situation of the parties at anytime, 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 is willing to assumed 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 fulfill, 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.

J. B. Smith

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS *35 Fountainhead Road.*

OCCUPATION *ESTIMATOR*

Joe Russo

THE CORPORATION OF THE CITY OF BRAMPTON

MAYOR

James E. Ricklin

CLERK

[Signature]

2. PERFORMANCE AND MAINTENANCE BOND

ISSUED IN QUADRUPLE

PERFORMANCE AND MAINTENANCE BOND

BOND NO. ~~63-0120-242-80~~

ACCOUNT NO. _____

CONTRACT NO. ~~80HS~~

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Contractor)

DOMINION PAVING LTD.

hereinafter called the "Principal" and

~~UNITED STATES FIDELITY AND GUARANTY COMPANY~~
(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 \$ 20,025.00 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 _____ of
MARCH 1978 31
XX 80.

Whereas by an Agreement in writing dated the _____ day of _____ 1978, the Principal has entered into a Contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair or maintenance of:

Placing granular A and asphalt

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.

No 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 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 any 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 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.

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

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

F. Belcastro
Witness signs here

Anne Rocco
Principal signs here and seal where applicable

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

E. St. Ona
Witness signs here

UNITED STATES FIDELITY AND GUARANTY COMPANY

David Hodgson
Surety Company Officer signs here with seal
DAVID HODGSON Attorney-in-Fact

3. CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE COMPANY GUARDIAN INSURANCE Co

TO: The Corporation of the City of Brampton
24 Queen Street East
Brampton, Ontario
L6V 1A4

THIS IS TO CERTIFY THAT: DOMINION PAVING LTD
CONTRACTOR

whose address is 680 GARYRAN DR WESTON

has comprehensive liability insurance in this Company under Policy No. 1077034
covering legal liability for damages because of:

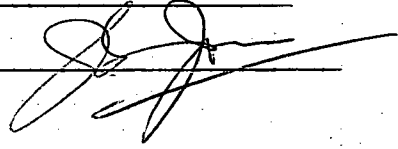
- a) Bodily injury, sickness or disease, including death at any time resulting therefrom.
- b) Damage to or destruction of property of others caused by an accident.

Subject to a limit of liability of not less than \$1,000,000.00 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 limitation 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 APR 21/80

AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION OF THE CITY OF BRAMPTON.

DATE Mar 21/80

COUNTERSIGNED 

4. STATUTORY DECLARATION OF PAYMENTS
LIENS AND LIABILITIES

STATUTORY DECLARATION OF PAYMENTS, LIENS AND LIABILITIES

PROVINCE OF ONTARIO)
REGION OF PEEL)

IN THE MATTER OF a certain agreement dated the _____ day of _____ 1978, and made between the Corporation of the City of Brampton for Contract No. _____

I _____ of the _____ (full name or names)

of _____ in the County/Region of _____ do solemnly declare:

- 1. That I am _____ (President, Secretary, Treasurer, or Partner, etc.) of the Contractor named in the Contract above mentioned and as such, have personal knowledge of the facts herein declared.
- 2. That all persons who have performed any work or service upon or in respect of or placed or furnished any material or things to be used in connection with the above contract have been fully paid or their claims have been settled in respect of such work, service, material or things and there are no garnishees, attachments or claims relating thereto.
- 3. That all Sub-contractors who were engaged in or in any way associated with the performance of any part of the above Contract have been fully paid or their claims have been settled in respect thereof except to the extent of monies that have been by written agreement with any such Sub-contractors.
- 4. That all Sub-contractors who were engaged in or in any manner associated with the performance of any parts of the above Contract have discharged all liabilities which they incurred in respect thereof.
- 5. That all claims for damage of property or injury to persons of which the above named Contractor has received notice have been fully paid or settled.
- 6. That the above named Contractor has not had any notice of grounds for a claim (other than those covered in Para.5) connected with this Contract by a third party and for which a claim might be made and I believe no such claim will be made.
- 7. That no one is entitled to claim a lien under the Mechanics Lien Act against the said lands or any part thereof.
- 8. That _____ has completed the work or service to be performed and the materials to be placed or furnished by _____ upon the lands described as _____ in the City of Brampton.
- 9. That there are no judgements or executions against _____ (Me, Either of Us)
- 10. That nothing is owing by Me/Either of Us, the said _____ or claimed against Me/Either of Us, the said _____ for Canadian Unemployment Insurance Deductions, Canadian Income Tax, Ontario Corporations Tax, Ontario Sales Tax, or by way of contributions or assessment under the Workmen's Compensation Act.
- 11. That _____ have/has not made any assignment for the benefit of creditors nor has any receiving order been made against _____ under the Bankruptcy Act nor has any petition for such an order been served upon.

Severally Declared Before me at the _____ in the County/Region of _____ this _____ day of _____ 1978.

A Commissioner & c.

5. READY MIXED CONCRETE AND MIXED ASPHALT
STATEMENT OF QUANTITIES

THE CORPORATION OF THE CITY OF BRAMPTON
READY MIXED CONCRETE AND MIXED ASPHALT STATEMENT OF
QUANTITIES FOR REFUND OF RETAIL SALES TAX

Contractor _____

Contract No. _____

For _____

Ready Mixed Concrete

<u>STRENGTH</u>	<u>QUANTITY (cu.yd.)</u>
_____	_____
_____	_____
_____	_____

Hot Mixed Asphalt

<u>STRENGTH</u>	<u>QUANTITY (cu.yd.)</u>
_____	_____
_____	_____
_____	_____

Cold Mixed Asphalt

<u>STRENGTH</u>	<u>QUANTITY (cu.yd.)</u>
_____	_____
_____	_____
_____	_____

I hereby certify that the above quantities of ready mixed concrete/mixed asphalt were supplies for the construction of the above project.

Mix Supplier's Name

Mix Supplier's Signature

Address

The above quantities are hereby confirmed.

DATE

Contractor's Signature

THE CORPORATION OF THE CITY OF BRAMPTON

SPECIFICATIONS FOR THE CONSTRUCTION

OF ROADWAYS

FEBRUARY 1979

6. MISCELLANEOUS AND CONTINGENCY
(ITEM 3)

The lump sum price stated for this item shall be included in the total for the contract.

This item is a Provisional Sum to allow for any extra work and materials as may be requested by the Engineer during the execution of the work. Payments made under this item shall be only for the amount(s) shown on the authorized Extra Work Orders and the Contractor shall have no claim of the item unless Extra Work has actually been performed and authorized.

THE CORPORATION OF THE CITY OF BRAMPTON

SPECIAL PROVISIONS

CONTRACT NO. 80-115
TORTOISE COURT
CONSTRUCTION COMPLETION

1. SUPPLY, PLACE AND COMPACT GRANULAR 'A' MATERIAL
(ITEM 1)

The unit price per ton for Granular 'A' Material shall include preparation of the existing road base to accept the new material, supply and placement of approximately four inches (4 in.) of Granular 'A' material, levelling and compacting to 100% standard proctor density and supply, placement, grading and compacting approximately two inches (2 in.) of Granular 'A' material on the shoulders after asphalt pavement is complete.

Preparation of the existing road base shall include scarifying, grading and levelling the existing granular road base to accept the new Granular 'A' material.

2. SUPPLY, MIX AND PLACE HOT-MIX, HOT-LAID H.L.3 ASPHALT
(ITEM 2)

The unit price per ton for asphalt shall include mixing, transporting, placing, rolling and compacting the complete mix including asphalt cement. The depth of asphalt shall be two inches unless otherwise directed by the Engineer. No extra compensation shall be allowed for hand placement of asphalt.

3. METHOD OF PAYMENT
(ITEMS 1 AND 2)

Payment for Granular 'A' and H.L.3 Asphalt shall be made by the ton in accordance with M.T.C. Form 314. Payment for these materials shall not be made unless supported by the City's weigh tickets signed by a City ticket taker on the job site.

4. EXTRA WORK

If extra work is requested by the Engineer on this contract over and above that shown in the Schedule of Quantities and Unit Prices, it shall be paid for in accordance with negotiated prices or in accordance with Section 108.4 of the General Conditions.

5. PERFORMANCE BOND AND GUARANTEE PERIOD

The Contractor shall supply a Performance Bond for the works to be performed under this contract. The work performed and the materials supplied under this contract shall be guaranteed in full for a period of two (2) years after performance acceptance of the works. The Performance Bond shall also cover the guarantee of the works and materials of this contract.

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SPECIAL PROVISIONS

CONTRACT NO. 80-115

TORTOISE COURT CONSTRUCTION COMPLETION

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT5

CONTRACT NO. 80-115
TORTOISE COURT
CONSTRUCTION COMPLETION

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.	Supply, place and compact Granular 'A' material	2000	Tons	\$ 5.75	\$11,500.00
2.	Supply, mix, and place hot-mix, hot-laid asphalt including asphalt cement H.L.3 asphalt	650	Tons	\$24.50	\$15,925.00
3.	Miscellaneous and Contingency				\$ 2,500.00
TOTAL CONTRACT NO. 80-115					<u>\$29,925.00</u>

THE CORPORATION OF THE CITY OF BRAMPTON

TORTOISE COURT CONSTRUCTION COMPLETION

CONTRACT NO. 80-115

APPROVED
AS TO FORM
LAW DEPT.
ENCL. 10/11/80
[Signature]
DATE *8/4/80*

February 1980

PASSED April 21, 1980



BY-LAW

No. 116-80

To authorize the execution of an
agreement with DOMINION PAVING LIMITED
- Contract No. 80-115 (Completion of
Construction of Tortoise Court)