



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 163-78

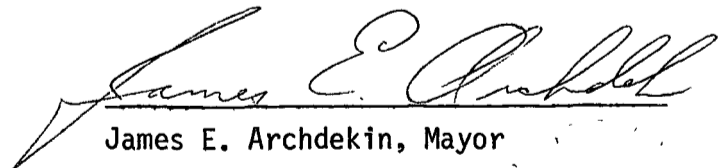
A By-law to authorize the execution of
Contract No. 78-31 with The Flintkote
Company of Canada Limited.
(SURFACE TREATMENT)

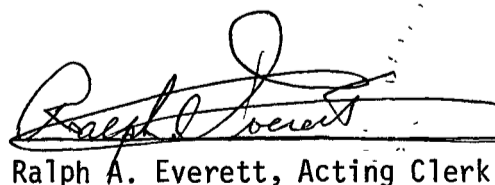
WHEREAS it is deemed expedient to enter into and execute Contract
No. 78-31 with The Flintkote Company of Canada Limited;

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

1. That the City of Brampton enter into and execute
Contract No. 78-31 with The Flintkote Company of
Canada Limited, attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said Contract No.
78-31, attached hereto as Schedule "A", with The
Flintkote Company of Canada Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this
8th day of August, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

CONTRACT NO. 78-3

THIS AGREEMENT MADE IN QUADRUPLICATE THIS 30th DAY OF June, 1978

BETWEEN:

THE CORPORATION OF THE CITY OF
BRAMPTON

(HEREINAFTER CALLED THE "CORPORATION"
OF THE FIRST PART

-AND-

THE FLINTKOTE COMPANY OF CANADA LIMITED

(HEREINAFTER CALLED THE "CONTRACTOR"
OF THE SECOND PART

WITNESSETH

THAT THE CORPORATION AND THE CONTRACTOR IN CONSIDERATION OF
THE FULFILLMENT OF THEIR RESPECTIVE PROMISES AND OBLIGATIONS HEREIN
SET FORTH COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

ARTICLE 1

(A) A GENERAL DESCRIPTION OF THE WORK IS :

SURFACE TREATMENT ON VARIOUS STREETS WITHIN

THE CITY OF BRAMPTON

(B) THE CONTRACTOR SHALL, EXCEPT AS OTHERWISE SPECIFICALLY
PROVIDED, AT HIS OWN EXPENSE PROVIDE ALL AND EVERY KIND OF LABOUR,
MACHINERY, PLANT, STRUCTURES, ROADS, WAYS, MATERIALS, APPLIANCES,
ARTICLES AND THINGS NECESSARY FOR THE DUE EXECUTION AND COMPLETION
OF ALL THE WORK SET OUT IN THIS CONTRACT AND SHALL FORTHWITH
ACCORDING TO THE INSTRUCTIONS OF THE 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 AND IN THE TENDER.

ARTICLE 6

A COPY OF EACH OF THE CONTRACT DOCUMENTS IS HERETO ANNEXED AND TOGETHER WITH THE M.T.C. 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 EFFECT HIS TENDER OR HIS ACCEPTANCE OF THE WORK, OR THAT NOT HAVING SO INVESTIGATED HE IS WILLING TO ASSUME AND DOES HEREBY ASSUME ALL RISK OF CONDITIONS ARISING OR DEVELOPING IN THE COURSE OF THE WORK WHICH MIGHT OR COULD MAKE THE WORK, OR ANY ITEMS THEREOF, MORE EXPENSIVE IN CHARACTER, OR MORE ONEROUS TO 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 OF C. USED THEIR CORPORATE SEALS TO BE AFFIXED, ATTESTED BY THE SIGNATURE OF THEIR PROPER OFFICERS AS THE CASE MAY BE.

W. Murphy
WITNESS AS TO SIGNATURE OF CONTRACTOR

Box 643 - BRANTFORD
ADDRESS

OCCUPATION

THE FLINTKOTE COMPANY OF CANADA
LIMITED

[Signature]

CORPORATION OF THE CITY OF
BRAMPTON

James E. Chiodini
MAYOR

[Signature]
CLERK

FORM OF TENDER

FOR

CONTRACT NO. 78-31

THIS TENDER SUBMITTED BY FLINTKOTE OF CANADA

FIRM NAME
OR
INDIVIDUAL
ADDRESS

Box 643 - BRANTFORD - N3T5P9.

1-519-752-3014. TELEPHONE NUMBER

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

I/WE, THE UNDERSIGNED DECLARE THAT NO PERSON, FIRM OR CORPORATION OTHER THAN THE ONE WHOSE SIGNATURE OR THE SIGNATURE OF WHOSE PROPER OFFICERS AND THE SEAL IS OR ARE ATTACHED BELOW, HAS ANY INTEREST IN THIS TENDER OR IN THE CONTRACT PROPOSED TO BE TAKEN.

I/WE, FURTHER DECLARE THAT THIS TENDER IS MADE WITHOUT ANY CONNECTION, KNOWLEDGE, COMPARISON OF FIGURES OR ARRANGEMENT WITH ANY OTHER COMPANY, FIRM OR PERSON MAKING TENDER FOR THE SAME WORK AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

I/WE, FURTHER DECLARE THAT WE HAVE CAREFULLY EXAMINED THE LOCALITY AND SITE OF THE PROPOSED WORKS, AS WELL AS ALL THE PLANS, DRAWINGS, PROFILES, SPECIFICATIONS, FORM OF TENDER, INFORMATION FOR TENDERERS, GENERAL CONDITIONS, AGREEMENT BY THE CITY ENGINEER, BY AND ON BEHALF OF THE CORPORATION OF THE CITY OF BRAMPTON AND HEREBY ACKNOWLEDGED, THE SAME TO BE PART AND PARCEL OF ANY CONTRACT TO BE LET FOR THE WORK THEREIN DESCRIBED OR DEFINED AND DO HEREBY TENDER AND OFFER TO ENTER INTO A CONTRACT TO DO ALL OF THE WORK AND TO PROVIDE ALL OF THE LABOUR AND TO PROVIDE, FURNISH, DELIVER, PLACE AND ERECT ALL MATERIALS MENTIONED AND DESCRIBED OR IMPLIED THEREIN INCLUDING IN EVERY CASE FREIGHT, DUTY, EXCHANGE, AND SALES TAX IN EFFECT ON THE DATE OF ACCEPTANCE OF THE TENDER, AND ALL OTHER CHARGES, ON THE TERMS AND CONDITIONS AND UNDER THE PROVISIONS THEREIN SET FORTH AND TO ACCEPT IN FULL PAYMENT THEREFORE THE SUMS CALCULATED IN ACCORDANCE WITH THE ACTUAL MEASURED QUANTITIES AND UNIT PRICES SET FORTH IN THE SCHEDULE OF QUANTITIES AND UNIT PRICES ATTACHED HERETO:-

I/WE FURTHER AGREE THAT, IF THE TENDER IS ACCEPTED BY THE CITY WE WILL EXECUTE WHATEVER ADDITIONAL WORK MAY BE REQUIRED AT THE UNIT PRICES SHOWN HEREIN, IN STRICT CONFORMITY AND IN ALL RESPECTS WITH THE REQUIREMENTS OF THIS TENDER, SPECIFICATIONS, GENERAL CONDITIONS AND FORM OF AGREEMENT HERETO ANNEXED OR TO BE ANNEXED HERETO.

I/WE ALSO AGREE THAT DEDUCTIONS FROM THE SAID CONTRACT, IF ANY, SHALL BE MADE AT THE UNIT PRICES SHOWN IN THE SCHEDULE OF QUANTITIES AND UNIT PRICES AS HEREIN CONTAINED.

I/WE AGREE THAT THIS OFFER IS TO CONTINUE OPEN TO ACCEPTANCE UNTIL THE FORMAL CONTRACT IS EXECUTED BY THE SUCCESSFUL TENDERER FOR THE SAID WORK OR UNTIL THREE (3) MONTHS AFTER THE TENDER CLOSING DATE WHICHEVER EVENT FIRST OCCURS, AND THAT THE CITY MAY AT ANY TIME WITHIN THAT PERIOD AND WITHOUT NOTICE ACCEPT THIS TENDER WHETHER ANY OTHER TENDER HAD BEEN PREVIOUSLY ACCEPTED OR NOT.

I/WE AGREE THAT IF WE WITHDRAW THIS TENDER AFTER CLOSING AND BEFORE THE COUNCIL OF THE SAID CITY SHALL HAVE CONSIDERED THE TENDERS AND AWARDED THE CONTRACT IN RESPECT THEREOF, DURING THE TIME THAT THIS TENDER IS OPEN TO ACCEPTANCE AS SET OUT ABOVE IN THIS TENDER FORM THE AMOUNT OF THE DEPOSIT ACCOMPANYING THIS TENDER SHALL BE FORFEITED TO THE CITY.

I/WE AGREE THAT THE AWARDING OF THE CONTRACT BASED ON THIS TENDER BY THE COUNCIL OF THE SAID CITY SHALL BE AN ACCEPTANCE OF THIS TENDER.

IF THIS TENDER IS ACCEPTED I/WE AGREE TO FURNISH THE REQUIRED CONTRACT BOND, IN THE FORM ATTACHED HERETO, INSURANCE CERTIFICATE AND WORKMEN'S COMPENSATION BOARD LETTER, AND PROPERLY SIGN THE CONTRACT DOCUMENTS IN TRIPLICATE WITHIN TEN (10) DAYS AFTER BEING NOTIFIED SO TO DO. IN THE EVENT OF DEFAULT OR FAILURE ON OUR PART SO TO DO, I/WE AGREE THAT THE CORPORATION OF THE CITY OF BRAMPTON SHALL BE AT LIBERTY TO RETAIN THE MONEY DEPOSITED BY ME/US TO THE USE OF THE CITY AND TO ACCEPT THE NEXT LOWEST OR ANY TENDER OR TO ADVERTISE FOR NEW TENDERS, OR TO CARRY OUT THE WORKS IN ANY OTHER WAY THEY DEEM BEST AND I/WE ALSO AGREE TO PAY TO THE SAID CITY THE DIFFERENCE BETWEEN THIS TENDER AND ANY GREATER SUM WHICH THE CITY MAY EXPEND OR INCUR BY REASON OF SUCH DEFAULT OR FAILURE, OR BY REASON OF SUCH ACTING; AS AFORESAID, ON THEIR PART, INCLUDING THE COST OF ANY ADVERTISEMENT FOR NEW TENDERS; AND TO INDEMNIFY AND SAVE HARMLESS THE SAID CITY AND THEIR OFFICERS FROM ALL LOSS, DAMAGE, COST, CHARGES, AND EXPENSE WHICH THEY MAY SUFFER OR BE PUT TO BY REASON OF ANY SUCH DEFAULT OR FAILURE ON MY/OUR PART.

I/WE PROPOSE FEDERAL INSURANCE.

A COMPANY WHICH IS WILLING TO BECOME BOUND WITH ME/US IN THE AMOUNT DESIGNATED FOR THE DUE PERFORMANCE AND FULFILLMENT OF THE CONTRACT FOR WHICH THIS IS THE TENDER.

I/WE AGREE THAT THE DATES OF COMPLETION AS REFERRED TO IN THE GENERAL CONDITIONS SHALL BE THIRTY WORKING DAYS (30) FROM THE DATE OF WRITTEN ORDER TO COMMENCE WORK. THE CONTRACTOR AGREES TO PAY THE CORPORATION AS LIQUIDATED DAMAGES THE SUM OF \$100.00 (ONE HUNDRED DOLLARS) PER DAY FOR EACH AND EVERY DAY THAT ANY PORTION OF THE WORK REMAINS INCOMPLETED AFTER THE TIME OF COMPLETION AS SPECIFIED ABOVE.

A CERTIFIED CHEQUE OR A BID BOND IN THE AMOUNT OF (\$10,000.00)

Ten thousand dollars /100 IS

ENCLOSED. DATED AT ETOBICOKE THIS 13 DAY

OF JUNE, 1978.

W. Murphy
SIGNATURE OF WITNESS

J. Murphy
SIGNATURE AND SEAL OF TENDERER

CONTRACT #78-31

SCHEDULE OF ITEMS AND UNIT PRICES

DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1. SUPPLY AND APPLY M.T.C. PRIME	16,000	GAL.	\$ 0.54	\$ 8,640
2. SUPPLY AND APPLY RS-1 OR RS-2 ASPHALT EMULSION	95,000	GAL.	0.50	47,500
3. SUPPLY AND APPLY WASHED STONE CHIPS	3,200	TONS	6.40	20,480
4. SUPPLY AND APPLY SAND COVER	540	TONS	6.40	3,456

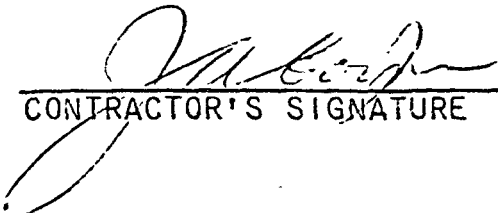
TOTAL TENDER PRICE \$ 80,076.00

ESTIMATED VALUE OF MATERIALS TO BE INCORPORATED INTO PERMANENT WORKS \$ 48,000.00

ESTIMATED VALUE OF LABOUR \$ 8,000.00

ESTIMATED VALUE OF OTHER THINGS \$ 24,076.00

TOTAL (MUST INCLUDE TOTAL TENDER PRICE) \$ 80,076.00



 CONTRACTOR'S SIGNATURE

CHUBB & SON INC.

Manager

Gérant

FEDERAL INSURANCE COMPANY

The Corporation of the City
of Brampton

Bond No. 80758851-H

CONSENT OF SURETY

Contract No. 78-31 - Surface Treatment

Federal Insurance Company (hereinafter called the "Surety"), organized and existing under the laws of the State of New Jersey, and duly licensed and qualified to transact surety business in the Province of _____

Ontario, hereby agrees that if the contract for which the attached proposal is made be awarded to THE FLINTKOTE COMPANY OF CANADA LIMITED

(hereinafter called the "Contractor"), and if the Contractor shall enter into the said contract, the Surety will become bound, as Surety, under the ^{100%} Performance Bond called for in the said contract.

This agreement to become bound, as Surety, shall be valid until _____

July 14th, 1978, or until

the sixtieth day following the date the said contract is awarded to the contractor, whichever shall first occur.

Signed, sealed and dated this 14th day of June, 1978

FEDERAL INSURANCE COMPANY

By *S. Bruce Garlick*
S. Bruce Garlick, Attorney In Fact

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint S. Bruce Garlick, Peter B. Smith, T. H. Lynde, R. MacDonald, J. E. Bracken, S. E. Russell, Roberta Green and F. C. Mayfield of Toronto, Ontario, Canada

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 3rd day of February 19 77

FEDERAL INSURANCE COMPANY
By



Handwritten signature of George McClellan

George McClellan
Assistant Vice-President

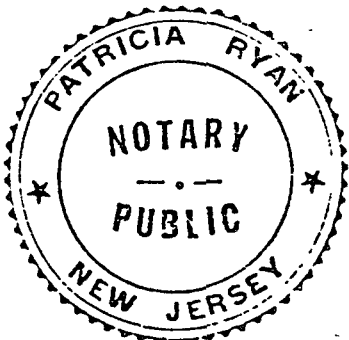
Handwritten signature of Richard D. O'Connor

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY
County of Essex } ss:

On this 3rd day of February 19 77, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me on the date above written.



Handwritten signature of Patricia Ryan
Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19 77

CITY OF SHORT HILLS }

County of Essex

ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island, and is also duly licensed to become sole surety on bonds, undertakings, etc. permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 11th day of

January, 19 78

M. Renga
Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

LIBERTY MUTUAL INSURANCE COMPANY
(INSURANCE COMPANY)

TO: CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET EAST, BRAMPTON, ONTARIO.

THIS IS TO CERTIFY THAT THE FLINTKOTE COMPANY OF CANADA LIMITED
(CONTRACTOR)

WHOSE ADDRESS IS P.O. Box 643, Brantford, Ontario N3T 5P9

HAS COMPREHENSIVE LIABILITY INSURANCE IN THIS COMPANY UNDER
POLICY No. LGL-621-004110-068 COVERING LEGAL LIABILITY FOR DAMAGES
BECAUSE OF :

- A. BODILY INJURY, SICKNESS OR DISEASE, INCLUDING DEATH
AT ANY TIME RESULTING THEREFROM.
- B. DAMAGE TO OR DESTRUCTION OF PROPERTY OF OTHERS
CAUSED BY ACCIDENT.

SUBJECT TO A LIMIT OF LIABILITY OF NOT LESS THAN \$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 LIMITATIONS IN RESPECT OF THE USE OF EXPLOSIVES
OR IN RESPECT OF SHORING, UNDERPINNING, RAISING OR DEMOLITION OF
ANY BUILDING OR STRUCTURE, PILE DRIVING, CAISSON WORK, COLLAPSE
OF ANY STRUCTURE, OR SUBSIDENCE OF ANY PROPERTY, STRUCTURE, OR
LAND FROM ANY CAUSE.

RE: CITY OF BRAMPTON CONT. #78-31 - SURFACE TREATMENT

THIS POLICY EXPIRES ON July 1, 1979

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

DATE: July 14, 1978

COUNTERSIGNED: LIBERTY MUTUAL INSURANCE COMPANY

R. H. Bulmer

PERFORMANCE AND MAINTENANCE BOND

BOND NO. 8076-70-14 CONTRACT 78-31

ACCOUNT _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(THE CONTRACTOR)

THE FLINTKOTE COMPANY OF CANADA LIMITED

HEREINAFTER CALL "THE PRINCIPAL", AND

FEDERAL INSURANCE COMPANY
(THE BONDING COMPANY)

HEREINAFTER CALLED "THE SURETY" ARE JOINTLY AND SEVERALLY HELD AND FIRMLY BOUND UNTO THE CORPORATION OF THE CITY OF BRAMPTON HEREINAFTER CALLED "THE OBLIGEE", ITS SUCCESSORS AND ASSIGNS, IN THE SUM OF \$ 80,076.00 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
Twelfth OF July 19 78.

WHEREAS BY AN AGREEMENT IN WRITING DATED THE 30th DAY OF June 19 78 THE PRINCIPAL HAS ENTERED INTO A CONTRACT WITH THE OBLIGEE, HEREINAFTER CALLED THE "CONTRACT", FOR THE CONSTRUCTION, ALTERATION, REPAIR, OR MAINTENANCE OF _____

Surface Treatment
(DESCRIPTION OF WORKS)

AS IN THE CONTRACT PROVIDED, WHICH CONTRACT IS BY REFERENCE HEREIN MADE A PART HEREOF AS FULLY TO ALL INTENTS AND PURPOSES AS THOUGH RECITED IN FULL HEREIN.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE PRINCIPAL SHALL AT ALL TIMES DULY PERFORM AND OBSERVE THE CONTRACT OR AS THE SAME BE CHANGED, ALTERED OR VARIED AS HEREINAFTER PROVIDED, TO THE SATISFACTION OF THE OBLIGEE AND SHALL AT ALL TIMES FULLY INDEMNIFY AND KEEP INDEMNIFIED THE OBLIGEE FROM AND AGAINST ALL AND ANY MANNER OF LOSS, DAMAGE, EXPENSE, SUITS, ACTIONS, CLAIMS, LIENS, PROCEEDINGS, DEMANDS, AWARDS, PAYMENTS AND LIABILITIES ARISING OUT OF OR IN ANY MANNER BASED UPON OR ATTRIBUTABLE TO THE CONTRACT AND SHALL FULLY REIMBURSE AND REPAY THE OBLIGEE FOR ALL OUTLAY, EXPENSE LIABILITIES, OR PAYMENTS INCURRED OR UNDERTAKEN TO BE MADE BY THE OBLIGEE PURSUANT TO THE CONTRACT, THEN THIS OBLIGATION SHALL BE VOID, BUT OTHERWISE IT SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT THE OBLIGEE AND PRINCIPAL HAVE THE RIGHT TO CHANGE, ALTER, AND VARY THE TERMS OF THE CONTRACT AND THAT THE OBLIGEE MAY IN ITS DISCRETION AT ANY TIME OR TIMES TAKE AND RECEIVE FROM THE PRINCIPAL, ANY SECURITY WHATSOEVER AND GRANT ANY EXTENSION OF TIME THEREON OR ON ANY LIABILITY OF THE PRINCIPAL TO THE OBLIGEE.

PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED THAT THE PRINCIPAL AND THE SURETY SHALL NOT BE DISCHARGED OR RELEASED FROM LIABILITY HEREUNDER AND THAT SUCH LIABILITY SHALL NOT BE IN ANY WAY AFFECTED BY 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 FOREBEARANCE TO EXERCISE ANY SUCH RIGHTS OR POWERS, INCLUDING (BUT WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING) ANY CHANGES IN THE EXTENT OR NATURE OF THE WORKS TO BE CONSTRUCTED, ALTERED, REPAIRED OR MAINTAINED UNDER THE CONTRACT OR BY ANY DEALING, TRANSACTION, FOREBEARANCE 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

W. Murphy
WITNESS SIGNS HERE

THE FLINTKOTE COMPANY OF CANADA LIMITED

[Signature] (SEAL)
PRINCIPAL SIGNS HERE AND SEAL WHERE APPLICABLE

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

S. C. Russell
WITNESS SIGNS HERE

FEDERAL INSURANCE COMPANY

By [Signature] (SEAL)
SURETY COMPANY OFFICER
SIGNS HERE WITH SEAL
S. Bruce Garlick, Attorney-in-Fact

POWER OF ATTORNEY

Know all Men by these Presents; That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint **S. Bruce Garlick, Peter B. Smith, T. H. Lynde, R. MacDonald, J. E. Bracken, S. E. Russell, Roberta Green and F. C. Mayfield of Toronto, Ontario, Canada** _____

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations given or executed in the course of its business, and any instruments-amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this **3rd** day of **February** 19 **77**

FEDERAL INSURANCE COMPANY
By



George McClellan

George McClellan
Assistant Vice-President

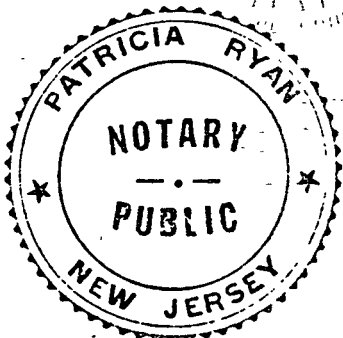
Richard D. O'Connor

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY }
County of Essex } ss.

On this **3rd** day of **February** 19 **77**, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.



Patricia Ryan

Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19

CITY OF SHORT HILLS }
County of Essex } ss

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect

ARTICLE XVIII

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney

Section 3 All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N J, this 11th day of January, 19 78

M. R. Enza
Assistant Secretary

PASSED August 8th 19 78



BY-LAW

No. 163-78

Being a By-law to authorize the execution
of Contract No. 78-31 with The Flintkote
Company of Canada Limited.
(SURFACE TREATMENT)