



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 164-79

To authorize the execution of an agreement with PERWIN CONSTRUCTION COMPANY LIMITED - Contract No.79-08 (construction of Brampton Transit Facility).

WHEREAS it is deemed expedient to enter into and execute Contract No. 79-08 with Perwin Construction Company 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. 79-08 with Perwin Construction Company 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. 79-08 with Perwin Construction Company Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of July, 1979.

James E. ARCHDEKIN, Mayor

Ralph A. EVERETT, City Clerk

RESOLVED July 9th, 19 79



BY-LAW

No. 164-79

To authorize the execution of an agreement with PERWIN CONSTRUCTION COMPANY LIMITED - Contract No.79-08 (construction of Brampton Transit Facility)

Stipulated price contract

project



Canadian construction documents committee

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The Canadian Construction Documents Committee is a joint committee composed of representatives appointed by:

The Association of Consulting Engineers of Canada
The Canadian Construction Association
The Engineering Institute of Canada
The Royal Architectural Institute of Canada
Construction Specifications Canada

Committee policy and assignments are directed by the Presidents' Consultive Committee of the parent associations.

This document has been endorsed by each of the above organizations.

Comment and enquiries should be directed to:

The Secretary,
Canadian Construction Documents Committee,
85 Albert Street, Ottawa, Canada K1P 6A4

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N.B.: A supplement will be required for work in the Province of Quebec.

N.B.: Specification documents are
in file: C120.1-79

Plans are on top of that filing cabinet.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

for use when a stipulated price forms the basis of payment and to be used only with the General Conditions of the Contract.

This Agreement made in ~~duplicate~~ ^{quadruplicate} ~~the~~ 28th day of May in the year Nineteen hundred and ~~and~~ ^{Seventy Nine}

by and between

The Corporation of The City of Brampton hereinafter called the "Owner"

and

Perwin Construction Co. Limited hereinafter called the "Contractor"

witnesseth: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform all the Work required by the Contract Documents for the construction of The City of Brampton Transit Facility (insert here the title of the Work and the Project) which have been signed in ~~duplicate~~ ^{quadruplicate} by both the parties, and which were prepared by Moffet & Duncan, Architects acting as and hereinafter called the "Architect" and
(b) do and fulfill everything indicated by this Agreement, and
(c) commence the Work by the 12th day of June 19 79 and substantially perform the Work of this Contract as certified by the Architect by the 20th day of March

19 80:

PERWIN CONSTRUCTION CO. LIMITED

[Handwritten signature]

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1:

Insert here, attaching additional pages if required, a list identifying all Contract Documents including: Drawings, giving drawing number, title, date, revision date or mark, and Specifications, giving a list of contents with section numbers and titles, number of pages, and date of revision marks if any. Clearly identify any modifications to the Contract Documents.

<u>DRAWING</u>	<u>TITLE</u>	<u>REVISION</u>	<u>DATED</u>	<u>PRINTED</u>
1	Site Plan	0	Feb. 1979	Mar. 23, 1979
2	Site Details, Misc.	0	Feb. 1979	Mar. 23, 1979
3	Overall Plan 1/16"	0	Feb. 1979	Mar. 23, 1979
4	Repair. Service Area	0	Feb. 1979	Mar. 23, 1979
5	Office area and details	0	Feb. 1979	Mar. 23, 1979
	Reflected ceiling plan & details	0	Feb. 1979	Mar. 23, 1979
	Roof Plan & Details	0	Feb. 1979	Mar. 23, 1979
	Mezzanine Plan			
8	Exterior Elevations	0	Feb. 1979	Mar. 23, 1979
9	Plan Details	0	Feb. 1979	Mar. 23, 1979
10	Wall Sections: Bus Storage & Service	0	Feb. 1979	Mar. 23, 1979
11	Wall Sections office area	0	Feb. 1979	Mar. 23, 1979
12	Sectional Details	0	Feb. 1979	Mar. 23, 1979
13	Sectional Details	0	Feb. 1979	Mar. 23, 1979
14	Room & Door Schedules. Details	0	Feb. 1979	Mar. 23, 1979
15	Screens and Door frame details	0	Feb. 1979	Mar. 23, 1979
16	Windows Elevations, Details	0	Feb. 1979	Mar. 23, 1979
17	Interior Elevations. Misc. Details	0	Feb. 1979	Mar. 23, 1979
18	Trench, Hoist & Misc. Details	0	Feb. 1979	Mar. 23, 1979
19	Interior Elevations	0	Feb. 1979	Mar. 23, 1979
S1	Bus Storage Foundation Plan	0	Feb. 1979	Mar. 23, 1979
S2	Repair area Foundation Plan	0	Feb. 1979	Mar. 23, 1979
S3	Office Area Foundation Plan	0	Feb. 1979	Mar. 23, 1979
S4	Bus Storage. Roof Framing Plan	0	Feb. 1979	Mar. 23, 1979
S5	Repair Area. Roof Framing Plan	0	Feb. 1979	Mar. 23, 1979
S6	Office Area. Roof Framing Plan	0	Feb. 1979	Mar. 23, 1979
	Column Schedule			
S7	Sections	0	Feb. 1979	Mar. 23, 1979
M-1B	Site Plan. Mechanical Services	B	Feb. 1979	
M-7A	Bus Storage Area. Floor Plans	2	Feb. 1979	
	Heating & Ventilating			
M-8A	Repair & Service Area Floor Plan	2	Feb. 1979	
	Heating, Ventilating & Air Conditioning			
M-9A	Office Area Floor Plan & Details	2	Feb. 1979	
	Heating, Ventilating & Air Conditioning			
M-1A	Site Plan Mechanical Services	0	Feb. 1979	April 9, 1979
M-1	Site Plan Mechanical Services	0	Feb. 1979	Mar. 23, 1979
M-2	Bus Storage Area Floor Plan	0	Feb. 1979	Mar. 23, 1979
	Plumbing & Drainage			
M-3	Repair & Service Area Floor Plan	0	Feb. 1979	Mar. 23, 1979
	Plumbing & Drainage			
M-4	Office Area Floor Plan	0	Feb. 1979	Mar. 23, 1979
	Plumbing & Drainage			
M-5	Details. Plumbing & Drainage	0	Feb. 1979	Mar. 23, 1979
M-6	Details. Mechanical	0	Feb. 1979	Mar. 23, 1979

PERWIN CONSTRUCTION CO. LIMITED



M-7	Bus Storage Area Floor Plans Heating & Ventilating	0	Feb. 1979	Mar. 23, 1979
M-8	Repair & Service Area Floor Plan Heating, Ventilating & Air Conditioning	0	Feb. 1979	Mar. 23, 1979
M-9	Office Area Floor Plans & Details Heating, Ventilating & Air Conditioning	0	Feb. 1979	Mar. 23, 1979
M-10	Schedules & Details Heating, Ventilating & Air Conditioning	0	Feb. 1979	Mar. 23, 1979
M-11	Details Heating, Ventilating & Air Conditioning	0	Feb. 1979	Mar. 23, 1979
M-12	Bus Storage, Repair Service Area & Details - Sprinklers	0	Feb. 1979	Mar. 23, 1979
M-13	Office Area Floor Plans Sprinklers	0	Feb. 1979	Mar. 23, 1979
E-1	Site Plan, Symbols & Details Electrical	0	Feb. 1979	Mar. 23, 1979
E-2	Bus Storage Area Lighting & Power Electrical	0	Feb. 1979	Mar. 23, 1979
E-3	Repair Area Lighting Plan Electrical	0	Feb. 1979	Mar. 23, 1979
E-4	Repair Area Power Plan Electrical	0	Feb. 1979	Mar. 23, 1979
E-5	Office Area Lighting & Power Electrical	0	Feb. 1979	Mar. 23, 1979
E-6	Schematic, Riser, Details & Schedules Electrical	0	Feb. 1979	Mar. 23, 1979

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SPECIFICATIONS

Title Page

Index to Specifications pages i and ii

Architectural Addendum #2 May 8th, 1979 9 pages
Dwgs. R4 and R5

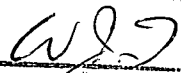
Architectural Addendum #1 April 9, 1979 5 pages
Dwgs. R1, R2, R3

Division 1 General Requirements 5 pages

Soil Borings prepared by J.T. Donald Consultants Ltd. 6 pages
Record of Bore Holes 1 to 9 pages

Division 1.2	General Conditions, Supplementary	PP 6 - 10
Division 1.3	General Conditions	PP 11 - 13
Division 1.4	General Work	PP 14 - 17
Division 2.1	Excavation & Backfill	PP 18 - 21
Division 2.2	Paving	PP 22 - 23
Division 2.3	Landscaping	PP 24 - 30
Division 2.4	Fencing	PP 31 - 32
Division 3.1	Concrete, plain & reinforced Typical Details	PP 33 - 49 1, 2, 4, 5, 9, 13
Division 4.1	Masonry	PP 50 - 56
Division 5.1	Structural Steel & Steel Joists	PP 57 - 65
Division 5.2	Steel Deck	PP 66 - 69
Division 5.3	Metals - Architectural	PP 70 - 72
Division 6	Wood & Plastics Detail Sheets	PP 73 - 78 T1 to T8
Division 7.2	Caulking	PP 79 - 80
Division 7.3	Roofing sheet metal & metal roofing	PP 81 - 89
Division 8.1	Wood Doors	PP 90 - 92
Division 8.3	Metal Windows & Entrances	PP 93 - 96
Division 8.4	Glass & Glazing	PP 97 - 98
Division 8.5	Overhead, Rolling & Sliding Doors	PP 99 - 106
Division 9.1	Metal Furring, Lathing, Drywall & Plaster	PP 107 - 110
Division 9.2	Acoustic Work	PP 111 - 112
Division 9.3	Resilient Flooring	PP 113 - 114
Division 9.4	Carpet	PP 115 - 116
Division 9.5	Ceramic and Quarry Tile	PP 117 - 119
Division 9.6	Painting	PP 120 - 127
Division 10.1	Manufactured Specialties	PP 128 - 132
Division 10.2	Finishing Hardware	Page 133
Division 11.1	Servicing Equipment	PP 134 - 139
Division 11.2	Bus Wash Equipment	PP 140 - 142
Division 11.3	Cash Handling Equipment	PP 143 - 144
Division 13.2	Insulation	Page 145
Division 14.1	Hydraulic Lifts	PP 146 - 150

PERWIN CONSTRUCTION CO. LIMITED



Mechanical Addendum #2	May 8th, 1979	5 pages
Mechanical Addendum #1	April 6, 1979	2 pages
	Dwg. MSK-100	

Division 15 - Mechanical

Section 15.1 General Requirements	PP 15.1.1 - 15.1.14
Section 15.2 Plumbing & Drainage	PP 15.2.1 - 15.2.20
Section 15.3 Heating, Ventilating & Air Conditioning	PP 15.3.1 - 15.3.35
Section 15.4 Sprinklers	PP 15.4.1 - 15.4.7

Electrical Addendum #2	May 8th, 1979	3 pages
Electrical Addendum #1	April 6, 1979	1 page

Division 16 - Electrical

Section 16.1 General Requirements	PP 16.1.1 - 16.1.11
Detail Dwgs.	#ED.1632.2
	ED.1632.1
	ED.1614.7
	ED.1622.1
Section 16.2 Power Systems	PP 16.2.1 - 16.2.17
Section 16.3 Lighting Systems	PP 16.3.1 - 16.3.8
Section 16.4 Communication Systems	PP 16.4.1 - 16.4.14

PERWIN CONSTRUCTION CO. LIMITED

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ARTICLE A-3 CONTRACT PRICE

The Contract Price is Two Million, Two Hundred & Twenty One Thousand,
. Three Hundred Dollars Dollars

(\$ 2,221,300.00) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the General Conditions of the Contract.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:
 - (1) make monthly payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Architect; and
 - (2) upon Substantial Performance of the Work as certified by the Architect pay to the Contractor any unpaid balance of holdback monies then due; and
 - (3) upon Total Performance of the Work as certified by the Architect pay to the Contractor any unpaid balance of the Contract Price then due.
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of 1 per cent per month of such unpaid amounts including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the Architect shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Owner at 24 Queen Street East,
. *street and number and postal box number if applicable*
Brampton, Ontario L6V 1A4.
.
. *post office or district, province, postal code*

The Contractor at 106 Willowdale Avenue, P.O. Box 248,
. *street and number and postal box number if applicable*
Willowdale, Ontario M2N 5S9.
.
. *post office or district, province, postal code*

The Architect at 5052 Dundas Street West, Islington,
. *street and number and postal box number if applicable*
Ontario M9A 1B9.
.
. *post office or district, province, postal code*

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ARTICLE A-6 SUCCESSION

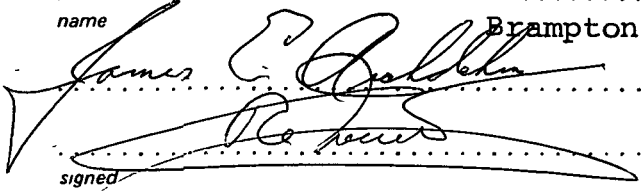
The General Conditions of the Contract hereto annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

Owner

The Corporation of the City of
name Brampton


signed

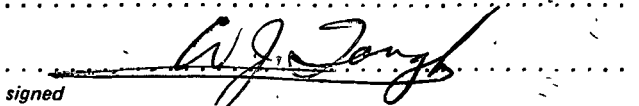
name and title

signed

name and title

Contractor

Perwin Construction Co. Limited
name


signed

W.J. TOUGH VICE PRESIDENT
name and title

signed

name and title

N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.

THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**GC 1 DEFINITIONS****1.1 Contract Documents**

The Contract Documents consist of the executed Agreement and the General Conditions of the Contract, Supplementary General Conditions, Specifications, Drawings and such other documents as are listed in Article A-2 of the Agreement including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties.

1.2 Owner, Architect, Contractor

The Owner, Architect and Contractor are the persons, firms or corporations identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner, Architect and Contractor means the Owner, Architect and Contractor or their authorized representatives as designated to each party in writing.

1.3 Subcontractor

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked. Wherever the singular number and masculine gender occur, plural number and feminine gender apply where the facts or contents so require.

1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.5 The Work

The term the Work means the total construction required by the Contract Documents and includes all labour, products and services.

1.6 Products

The term products means all material, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

1.7 Other Contractor

The term Other Contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

1.8 Place of Building

The place of building is the designated site or location of the Project.

1.9 Law of the Contract

The law of the place of building shall govern the Contract.

1.10 Time

(a) The Contract Time is the time stated in Article A-1(c) of the Agreement for Substantial Performance of the Work.

(b) The date of Substantial Performance of the Work is the date certified by the Architect.

(c) The term day as used in the Contract Documents shall mean the calendar day.

(d) The term working day as used in the Contract Documents shall mean days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the place of building.

1.11 Substantial Performance

Substantial Performance is as defined in the Mechanics' Lien legislation applicable to the place of building. If such legislation is not in force or does not contain such definition Substantial Performance shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Architect.

1.12 Total Performance

Total Performance shall mean when the entire Work has been performed to the requirements of the Contract Documents and is so certified by the Architect.

GC 2 DOCUMENTS

- WJZ* quadruplicate *WJZ*
- ~~duplicate~~
- 2.1 The Contract Documents shall be signed in ~~duplicate~~ by the Owner and the Contractor.
 - 2.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
 - 2.3 The intention of the Contract Documents is to include all labour, products and services reasonably necessary to perform the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply any products or work not covered by or properly inferable from any of the Contract Documents.
 - 2.4 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
 - 2.5 In the event of conflicts between Contract Documents the following shall apply:
 - (a) Documents of later date shall govern.
 - (b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
 - (c) Drawings of larger scale shall govern over those of smaller scale of the same date.
 - (d) Specifications shall govern over Drawings.
 - (e) The General Conditions of the Contract shall govern over Specifications.
 - (f) Supplementary General Conditions shall govern over the General Conditions of the Contract.
 - (g) The Agreement shall govern over all documents.

GC 3 ADDITIONAL INSTRUCTIONS

- 3.1 During the progress of the Work the Architect shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.
- 3.2 Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time.
- 3.3 Additional instructions may be in the form of drawings, samples, models or written instructions.
- 3.4 Additional instructions will be issued by the Architect with reasonable promptness and in accordance with any schedule agreed upon.

GC 4 DOCUMENTS PROVIDED

- 4.1 The Contractor will be provided without charge with as many copies of the Contract Documents or parts thereof as are reasonably necessary for the performance of the Work.

GC 5 DOCUMENTS ON THE SITE

- 5.1 The Contractor shall keep one copy of all current Contract Documents and shop drawings on the site, in good order and available to the Architect and/or his representatives. This requirement shall not be deemed to include the executed Contract Documents.

GC 6 OWNERSHIP OF DOCUMENTS AND MODELS

- 6.1 All Contract Documents and copies thereof, and all models furnished by the Architect are and shall remain his property and are not to be used on other work.
- 6.2 Such documents are not to be copied or revised in any manner without the written authorization of the Architect.
- 6.3 Models furnished by the Contractor or the Owner are the property of the Owner.

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GC 7 ARCHITECT'S DECISIONS

- 7.1 The Architect, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing. The Architect shall use his powers under the Contract to enforce its faithful performance by both parties hereto.
- 7.2 The Contractor shall notify the Architect in writing immediately should he hold that a decision by the Architect is in error and/or at variance with the Contract Documents.
- 7.3 If the question of error and/or variance is not resolved immediately, and the Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Architect's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC 16 – Settlement of Disputes.
- 7.4 Should the Architect's employment be terminated, the Owner shall appoint an Architect whose status under the Contract shall be that of the former Architect.
- 7.5 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

GC 8 DELAYS

- 8.1 If the Contractor is delayed in the performance of the Work by any act or neglect of the Owner, Architect or any Other Contractor or any employee of any one of them, then the Contract Time shall be extended for such reasonable time as the Architect may decide in consultation with the Contractor, and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay.
- 8.2 If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one employed by him directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Architect and the Contractor may agree that the work was delayed, and the Contractor shall be reimbursed for any costs incurred by him as the result of such delay.
- 8.3 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractors' Association, of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be mutually decided by the Architect and Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor.
- 8.4 In addition and without limit to the foregoing the Contract Time may be extended for any cause within the Contractor's control which the Architect shall decide as justifying a delay for such reasonable time as the Architect may decide.
- 8.5 No extension shall be made for delay unless written notice of claim is given to the Architect within fourteen (14) days of its commencement, providing that in the case of a continuing cause of delay only one claim shall be necessary.
- 8.6 If no schedule is made under GC 3 – Additional Instructions, no claim for delay shall be allowed on account of failure to furnish instructions until two (2) weeks after a demand for such instructions and not then unless such claim is reasonable.
- 8.7 The Architect shall not, except by written notice to the Contractor, or as provided in GC 15 – Emergencies, stop or delay any part of the work pending instructions or proposed changes in the work.

GC 9 OWNER'S RIGHT TO DO WORK

- 9.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the Owner, subject to the approval of the Architect, may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default within five (5) working days of receiving the notice.
- 9.2 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instruction if he:
 - (a) commences the correction of the default within the specified time, and
 - (b) provides the Owner with an acceptable schedule for such correction, and
 - (c) completes the correction in accordance with such schedule.

- 9.3 If the Contractor fails to comply with the provisions 9.1 and 9.2 the Owner may, without prejudice to any other right or remedy he may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor provided, however, that the Architect shall approve both the action and the amount subsequently charged to the Contractor.

GC 10 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 10.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Contractor written notice, terminate the Contract.
- 10.2 Subject to the receipt of a certificate from the Architect verifying that sufficient cause exists, the Owner may notify the Contractor in writing that he is in default of his contractual obligations, if the Contractor:
- (a) refuses or fails to supply sufficient properly skilled workmen or proper workmanship, products or construction machinery and equipment for the scheduled performance of the Work within five (5) working days of receiving written notice from the Architect, except in those cases provided in GC 8 – Delays; or,
 - (b) fails to make payments due to his Subcontractors, his suppliers or his workmen; or,
 - (c) persistently disregards laws or ordinances, or the Architect's instructions; or
 - (d) otherwise violates the provisions of the Contract to a substantial degree.
- Such written notice by the Owner shall instruct the Contractor to correct the default within five (5) working days from the receipt of the written notice.
- 10.3 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he:
- (a) commences the correction of the default within the specified time, and
 - (b) provides the Owner with an acceptable schedule for such correction, and
 - (c) completes the correction in accordance with such schedule.
- 10.4 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy he may have, stop the Work or terminate the Contract.
- 10.5 If the Owner terminates the Contract under the conditions set out above, he is entitled to:
- (a) take possession of the premises and products and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and to finish the Work by whatever method he may deem expedient but without undue delay or expense;
 - (b) withhold any further payments to the Contractor until the Work is finished;
 - (c) upon Total Performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Architect, including compensation to the Architect for his additional services and a reasonable allowance as determined by the Architect to cover the cost of any corrections required by GC 33 – Warranty, exceeds the unpaid balance of the Contract Price; or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference.
 - (d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC 33 – Warranty exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.

GC 11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 11.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.
- 11.2 If the Work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.
- 11.3 The Contractor may notify the Owner in writing, with a copy to the Architect, that the Owner is in default of his contractual obligations if:
- (a) the Architect fails to issue a certificate in accordance with GC 23 – Certificates and Payments;
 - (b) the Owner fails to pay to the Contractor when due any amount certified by the Architect or awarded by arbitrators.

Such written notice shall advise the Owner that if such default is not corrected within five (5) working days from the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he may have, stop the work and/or terminate the Contract.

- 11.4 If the Contractor terminates the Contract under the conditions set out above, he shall be entitled to be paid for all work performed and for any loss sustained upon products and construction machinery and equipment with reasonable profit and damages.

GC 12 OTHER CONTRACTORS

- 12.1 The Owner reserves the right to let separate contracts in connection with the project of which the Work is part.
- 12.2 The Owner shall coordinate the work and insurance coverages of Other Contractors as it affects the Work of this Contract.
- 12.3 The Contractor shall coordinate his work with that of Other Contractors and connect as specified or shown in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract Documents as of the date of signing the Contract, shall be evaluated as provided under GC 21 – Valuation and Certification of Changes in the Work.
- 12.4 The Contractor shall report to the Architect any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract immediately they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractors' work except as to those of which he was not reasonably aware.
- 12.5 The Owner shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the Work of Other Contractors.

GC 13 ASSIGNMENT

- 13.1 Neither party to the Contract shall assign the Contract or any portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

GC 14 SUBCONTRACTORS

- 14.1 The Contractor agrees to preserve and protect the rights of the Parties under the Contract with respect to any work to be performed under subcontract. He therefore agrees to:

(a) require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and

(b) be as fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements he enters into with his Subcontractors.

- 14.2 The Contractor agrees to employ those Subcontractors proposed by him in writing and accepted by the Owner prior to the signing of the Contract for such portions of the Work as may be designated in the bidding requirements.
- 14.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other subcontractor bidders.
- 14.4 In the event that the Owner requires a change from any proposed Subcontractor the Contract Price shall be adjusted by the difference in cost occasioned by such required change.
- 14.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to whom he may reasonably object
- 14.6 The Architect may, upon reasonable request and at his discretion, provide to a Subcontractor information as to the percentage of the Subcontractor's work which has been certified for payment.
- 14.7 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

GC 15 EMERGENCIES

- 15.1 The Architect has authority in an emergency to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the Work, or neighbouring property. This includes authority to make changes in the Work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in his opinion be necessary. The Architect shall within two (2) working days confirm in writing any such instructions. In such a case if work has been performed under direct order of the Architect, the Contractor shall keep his right to claim the value of such work, notwithstanding Article 1690 of the Quebec Civil Code.

GC 16 SETTLEMENT OF DISPUTES

- 16.1 In the event of any dispute arising between the parties as to their respective rights and obligations under the Contract either party hereto shall give to the other notice of such dispute within thirty days of the occurrence. The requirement of immediate notification of the circumstances provided for in GC 7.2 shall not be considered to have been modified by the foregoing time limitation.
- 16.2 In the event that the parties have agreed to submit such disputes to arbitration pursuant to a Supplementary General Condition to the Contract, or by subsequent agreement, either party may, to the extent that such an agreement permits, thereupon request arbitration pursuant to such provisions.
- 16.3 In the event that no provision or agreement is made for arbitration then either party shall have the right to seek recourse in such judicial tribunal as the circumstances may require.
- 16.4 In recognition of the obligation by the Contractor to perform the disputed work as provided in GC 7.3, it is agreed that settlement of dispute proceedings may be commenced by either party at that time.

GC 17 INDEMNIFICATION

- 17.1 Except as provided in 17.2 and 17.3, the Contractor shall indemnify and hold harmless the Owner and the Architect, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the Contract, providing that any such claims, damage loss or expense is:
- (a) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property; and
 - (b) is caused by a negligent act or omission of the Contractor or anyone for whose acts he may be liable.
- 17.2 The obligations of the Contractor under this General Condition shall not extend to the liability of the Owner and the Architect, their agents and employees where the primary cause of the injury or damage arises out of:
- (a) the use of maps, drawings, reports, surveys, change orders, designs or specifications provided by the Owner, the Architect, their agents and employees, or
 - (b) the giving of or the failure to give decisions or instructions by the Owner, the Architect, their agents and employees.
- 17.3 The Owner shall indemnify and hold harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to lack of or a defect in title or an alleged lack of or defect in title to the site of the Work.

GC 18 CONTINGENCY ALLOWANCE

- 18.1 The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.
- 18.2 The contingency allowance is specified to provide for changes in the Work authorized under GC 20 – Changes in the Work, and evaluated under GC 21 – Valuation and Certification of Changes in the Work.

GC 19 CASH ALLOWANCES

- 19.1 The Contract Price includes all cash allowances stated in the Contract Documents.
- 19.2 Cash allowances, unless otherwise specified, cover the net cost to the Contractor of all services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowance.
- 19.3 The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowances.
- 19.4 Where costs under a cash allowance exceed the amount of the allowance, the Contractor will be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in the Contract Documents.
- 19.5 The Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.
- 19.6 Progress payments on account of authorized purchases under cash allowances shall be certified on the Architect's monthly certificates for payment.
- 19.7 A schedule shall be prepared jointly by the Architect and Contractor to show when items called for under cash allowances must be authorized by the Architect for ordering purposes so that the progress of the Work will not be delayed.



GC 20 CHANGES IN THE WORK

- 20.1 The Owner through the Architect, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly.
- 20.2 Except as provided in GC 15 – Emergencies, no change shall be made without a written order from the Architect and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC 21 – Valuation and Certification of Changes in the Work.

GC 21 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 21.1 The value of any change shall be determined in one or more of the following methods:
 - (a) by estimate and acceptance in a lump sum
 - (b) by unit prices set out in the Contract or subsequently agreed upon
 - (c) by cost and a fixed or percentage fee.
- 21.2 When a change in the Work is proposed or required the Contractor shall present to the Architect for approval his claim for any change in the Contract Price and/or change in Contract Time. The Architect shall satisfy himself as to the correctness of such claim and, when approved by him, shall issue a written order to the Contractor to proceed with the change. The value of work performed in the change shall be included for payment with the regular certificates for payment.
- 21.3 In the case of changes in the Work to be paid for under methods (b) and (c) of 21.1, the form of presentation of costs and methods of measurement shall be agreed to by the Architect and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.
- 21.4 If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with then the Architect shall determine the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final determination in the manner set out in GC 16 – Settlement of Disputes. In this case the Architect shall issue a written authorization for the change setting out the method of valuation and if by lump sum his valuation of the change in Contract Price and/or Contract Time.
- 21.5 In the case of a dispute in the valuation of a change authorized in the Work and pending final determination of such value, the Architect shall certify the value of work performed and include the amount with the regular certificates for payment.
- 21.6 It is intended in all matters referred to above that both the Architect and Contractor shall act promptly.

GC 22 APPLICATION FOR PAYMENT

- 22.1 Applications for payment on account as provided for in Article A-4 may be made monthly as the Work progresses.
- 22.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed and products delivered to the site at that date.
- 22.3 The Contractor shall submit to the Architect before the first application for payment, a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.
- 22.4 This schedule shall be made out in such form, and supported by such evidence as to its correctness, as the Architect may reasonably direct, and when approved by the Architect shall be used as the basis for application for payment, unless it be found to be in error.
- 22.5 When making application for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the site but not yet incorporated into the Work shall be supported by such evidence as the Architect may reasonably require to establish the value and delivery of the products
- 22.6 Applications for release of holdback monies following the Substantial Performance of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 23 – Certificates and Payments.

GC 23 CERTIFICATES AND PAYMENTS

- 23.1 The Architect shall, within ten (10) days of receipt of an application for payment from the Contractor submitted in accordance with GC 22 – Application for Payment, issue a certificate for payment in the amount applied for or such other amount as he shall determine to be properly due. If the Architect amends the application, he shall promptly notify the Contractor in writing giving his reasons for the amendment



- 23.2 The Owner shall within five (5) days of the issuance of a certificate for payment by the Architect, make payment to the Contractor on account in accordance with the provisions of Article A-4 of the Agreement.
- 23.3 Notwithstanding any other provisions of this Contract:
- (a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment in full for work which has been performed as certified by the Architect shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished only such monies as the Architect shall determine are sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Owner from claims;
- (b) Where legislation permits and where, upon application by the Contractor, the Architect has certified that a Subcontract has been totally performed to his satisfaction prior to the Substantial Performance of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building.
- 23.4 Notwithstanding the provisions of 23.3 (b) and notwithstanding the wording of such certificates the Contractor shall ensure that such work is protected pending the Total Performance of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.
- 23.5 The Architect shall, within ten (10) days of receipt of an application from the Contractor for a certificate of Substantial Performance, make an inspection and assessment of the Work to verify the validity of the application. The Architect shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Architect finds the Work to be substantially performed he shall issue such a certificate. The date of this certificate shall be the date of Substantial Performance of the Contract. Immediately following the issuance of the Certificate of Substantial Performance, the Architect, in consultation with the Contractor shall establish a reasonable date for the Total Performance of the Contract.
- 23.6 Following the issuance of the Certificate of Substantial Performance and upon receipt from the Contractor of all documentation called for in the Contract Documents the Architect shall issue a certificate for payment of holdback monies. The release of holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building, or where such legislation does not exist or apply in accordance with such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- 23.7 The Architect shall within ten (10) days of receipt of an application from the Contractor for payment upon Total Performance of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Architect shall within seven (7) days of his inspection notify the Contractor of his approval or disapproval of the application. When the Architect finds the Work to be totally performed to his satisfaction, he shall issue a Certificate of Total Performance and certify for payment the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The date of this certificate shall be the date of Total Performance of the Contract. The Owner shall, within five (5) days of issuance of such certificate, make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement.
- 23.8 The release of any remaining holdback monies shall become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building, or where such legislation does not exist or apply in accordance with such other legislation, regulations governing privileges, industry practice or such other provisions which may be agreed to between the parties, provided that no claims against the Work exist and the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Total Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained.
- 23.9 No certificate for payment, or any payment made thereunder, nor any partial or entire use of occupancy of the Work by the Owner shall constitute an acceptance of any work or products not in accordance with the Contract Documents.

- 23.10 The issuance of the Certificate of Total Performance shall constitute a waiver of all claims by the Owner against the Contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of GC 33 – Warranty.

The acceptance of the Certificate of Total Performance or of the payment due thereunder shall constitute a waiver of all claims by the Contractor against the Owner except those made in writing prior to his application for payment upon Total Performance of the Contract and still unsettled, if any.

GC 24 TAXES AND DUTIES

- 24.1 Unless otherwise stated in Supplementary General Conditions the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.
- 24.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement, shall increase or decrease the Contract Price accordingly.
- 24.3 Where an exemption of government sales taxes, customs duties or excise taxes is applicable to the Contract by way of the Contractor filing claims for, or cooperating fully with the Owner and the proper authorities in seeking to obtain such refunds, the procedure shall be established in a Supplementary General Condition.

GC 25 LAWS, NOTICES, PERMITS AND FEES

- 25.1 The laws of the place of building shall govern the Work.
- 25.2 The Contractor shall obtain all permits, licences and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission (but this shall not include the obtaining of permanent easements or rights of servitude).
- 25.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.
- 25.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Architect in writing requesting direction immediately any such variance or change is observed by him.
- 25.5 If the Contractor fails to notify the Architect in writing and obtain his direction as required in GC 25.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

GC 26 PATENT FEES

- 26.1 The Contractor shall pay all royalties and patent licence fees required for the performance of the Contract. He shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention by the Contractor or anyone for whose acts he may be liable.
- 26.2 The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

GC 27 WORKMEN'S COMPENSATION

- 27.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with all requirements of the province or territory of the place of building with respect to workmen's compensation including payments due thereunder.
- 27.2 At any time during the term of Contract, when requested by the Architect, the Contractor shall provide such evidence of compliance by himself and any or all of his Subcontractors.

GC 28 LIABILITY INSURANCE

28.1 Comprehensive General Liability Insurance

(a) Without restricting the generality of GC 17 – Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Comprehensive General Liability Insurance acceptable to the Owner and subject to limits of not less than one million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

(b) The insurance shall be in the joint names of the Contractor, the Owner and the Architect, and shall also cover as Unnamed Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or his Subcontractors to perform a part or parts of the Work but excluding suppliers whose only function is to supply and/or transport products to the project site.

(c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner and the Architect.

(d) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

(e) The Comprehensive General Liability insurance shall include coverage for:

- 1) premises and operations liability
- 2) products or completed operations liability
- 3) blanket contractual liability
- 4) cross liability
- 5) elevator and hoist liability
- 6) contingent employer's liability
- 7) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry.
- 8) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable.
- 9) liability with respect to non-owned licenced vehicles.

28.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of owned licenced vehicles subject to limits of not less than one million dollars inclusive.

28.3 Aircraft and/or Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned or non-owned aircraft and watercraft, as may be applicable, subject to limits of not less than one million dollars inclusive. Such insurance shall be in the joint names of the Contractor, the Owner, the Architect and those parties defined in 28.1 (b) (c) where they have an interest in the use and operation of such aircraft or watercraft. The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder

28.4 All liability insurance shall be maintained continuously until twelve (12) months after the date the Architect issues a certificate of Total Performance.

28.5 The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

28.6 All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."

GC 29 PROPERTY INSURANCE

29.1 The Contractor* shall provide and maintain property insurance, acceptable to the Owner, insuring the full value of the Work in the amount of the Contract Price and the full value as stated of products that are specified to be provided by the Owner for incorporation into the Work**. The insurance shall be in the joint names of the Contractor and the Owner and shall include the interests of the Contractor, the Owner, the Subcontractors and all others having an insurable interest in the Work. The policies shall include all Subcontractors as Unnamed Insureds or, if they specifically request, as Named Insureds. The policies shall preclude subrogation claims by the Insurer against anyone insured thereunder.

- 29.2 Such coverage shall be provided for by EITHER an All Risks Builders' Risk Policy OR by a combination of a standard Builders' Risk Fire Policy including Extended Coverage and Malicious Damage Endorsements and a Builders' Risk Differences in Conditions Policy providing equivalent coverage.
- 29.3 The policies shall insure against all risks of direct loss or damage subject to the exclusion specified in the Supplementary General Conditions (SGC)***. Such coverage shall apply to:
- (a) all products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erection and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified***.
 - (b) the installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.
 - (c) damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the Work.
- Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools and supplies used in the construction of the Work and which are not expendable under the Contract.
- 29.4 The Contractor shall provide the Owner with evidence of all insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.
- Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:
- "It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."
- 29.5 All such insurance shall be maintained continuously until ten (10) days after the date the Architect issues a certificate of Total Performance. All such insurance shall provide for the Owner to take occupancy of the Work or any part thereof during the term of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.
- 29.6 The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of the restoration proceeds and in accordance with the Architect's certificates for payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the Work as the Architect may decide.
- 29.7 The Contractor and/or his Subcontractors as may be applicable shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.
- * If the Owner decides to insure, interchange the words "Owner" and "Contractor" where appropriate and state any deductible amounts in the SGC's.*
- ** State value of products supplied by Owner for incorporation in the Work in the SGC's.*
- *** Define specific exclusions in the SGC's.*

GC 30 PROTECTION OF WORK AND PROPERTY

- 30.1 The Contractor shall protect the property adjacent to the Project site from damage as the result of his operations under the Contract.
- 30.2 The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of his operations under the Contract except damage which occurs as the result of:
- (a) errors in the Contract Documents, and/or
 - (b) acts or omissions by the Owner, his agents, employees or Other Contractors.

- 30.3 Should any damage occur to the Work and/or Owner's property for which the Contractor is responsible he shall make good such damage at his own expense or pay all costs incurred by others in making good such damage.
- 30.4 Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in GC 30.2 he shall make good such damage to the Work and, if the Owner so directs to the Owner's property, and the Contract Price and Contract Time shall be adjusted in accordance with GC 20 – Changes in the Work.

GC 31 DAMAGES AND MUTUAL RESPONSIBILITY

- 31.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by him, then he shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 31.2 Claims under this GC shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC 23.10 – Certificates and Payments, and may be adjusted by agreement or in the manner set out in GC 16 – Settlement of Disputes.
- 31.3 If the Contractor has caused damage to any Other Contractor on the Work, the Contractor agrees upon due notice to settle with such Other Contractor by agreement or arbitration, if he will so settle. If such Other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner
- 31.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

GC 32 BONDS

- 32.1 The Owner shall have the right during the period stated in the tender documents for acceptance of the tender to require the Contractor or provide and maintain in good standing until the fulfilment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC 33 – Warranty, and the payment of all obligations arising under the Contract.
- 32.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or suretyship in the Province or Territory of the place of building. The form of such bonds shall be the latest edition of the CCA approved forms.
- 32.3 If bonds are called for in the tender documents the costs attributable to providing such bonds shall be included in the tender price.
- 32.4 Should the Owner require the provision of a bond or bonds by the Contractor after the receipt of tenders for the Work, the Contract Price shall be increased by all costs attributable to providing such bonds.
- 32.5 The Contractor shall promptly provide the Owner, through the Architect, with any bonds that are required.

GC 33 WARRANTY

- 33.1 The Contractor shall correct at his own expense any defects in the Work due to faulty products and/or workmanship appearing within a period of one year from the date of Substantial Performance of the Work
- 33.2 The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of 33.1.
- 33.3 Neither the Architect's final certificate nor payment thereunder shall relieve the Contractor from his responsibility hereunder.
- 33.4 The Owner and/or the Architect shall give the Contractor written notice of observed defects promptly
- 33.5 The Contractor shall be liable for the proper performance of the Work only to extent that careful workmanship and proper implementation of the Contract Documents will permit and any warranty given respecting the Work and performance shall only be valid so far as the design will permit such performance.
- 33.6 Nothing in this GC shall be deemed to restrict any liability of the Contractor arising out of any law in force in the Province or Territory.

GC 34 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 34.1 The Contractor shall have complete control of the Work except as provided in GC 15 – Emergencies. He shall effectively direct and supervise the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all parts of the Work under the Contract.
- 34.2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 34.3 Notwithstanding the provisions of paragraphs 34.1 and 34.2 above, or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods shall be deemed to comprise part of the overall design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he is responsible for the execution of the Work.
- 34.4 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents.

GC 35 SUPERINTENDENCE

- 35.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Work site at all times while work is being performed.
- 35.2 The superintendent shall be satisfactory to the Architect and shall not be changed except for good reason and only then after consultation with and agreement by the Architect.
- 35.3 The superintendent shall represent the Contractor at the Work site and directions given to him by the Architect shall be held to have been given to the Contractor. Important directions shall be confirmed to the Contractor in writing, other directions will be so confirmed if requested.

GC 36 LABOUR AND PRODUCTS

- 36.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the proper performance of the Work.
- 36.2 All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Architect.
- 36.3 The Contractor shall at all times maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work any unfit person nor anyone not skilled in the task assigned to him.

GC 37 SUBSURFACE CONDITIONS

- 37.1 The Contractor shall promptly notify the Architect in writing if in his opinion the subsurface conditions at the Project site differ materially from those indicated in the Contract Documents or as may have been represented to him by the Owner or Architect before the time of tender submission.
- 37.2 After prompt investigation, should the Architect determine that conditions do differ materially, he shall issue appropriate instructions for changes in the Work as provided for in GC 20 – Changes in the Work.

GC 38 USE OF PREMISES

- 38.1 The Contractor shall confine his apparatus, the storage of products, and the operations of his workmen to limits indicated by laws, ordinances, permits or by directions of the Architect and shall not unreasonably encumber the premises with his products.
- 38.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight that will endanger its safety.
- 38.3 The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking.

GC 39 CLEANUP AND FINAL CLEANING OF WORK

- 39.1 The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.
- 39.2 When the Work is Substantially Performed, the Contractor shall remove all of his surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He shall also remove any waste products and debris and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.
- 39.3 When the Work is Totally Performed, the Contractor shall remove all of his surplus products, tools, construction machinery and equipment. He shall also remove any waste products and debris, other than that caused by the Owner, Other Contractors or their employees.

GC 40 CUTTING AND REMEDIAL WORK

- 40.1 The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly.
- 40.2 The Contractor shall coordinate the schedule for the Work to ensure that this requirement is kept to a minimum.
- 40.3 Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work to be performed, the cost of such cutting and/or remedial work shall be valued as provided in GC 21 – Valuation and Certification of Changes in the Work and added to the Contract Price.
- 40.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any Work.

GC 41 INSPECTION OF WORK

- 41.1 The Owner and the Architect and their authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.
- 41.2 If special tests, inspections or approvals are required by the Contract Documents, the Architect's instructions or the laws or ordinances of the place of building the Contractor shall give the Architect timely notice requesting inspection. Inspection by the Architect shall be made promptly. The Contractor shall arrange inspections by other authorities and shall notify the Architect of the date and time.
- 41.3 If the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Architect, the Contractor shall uncover the Work, have the inspections satisfactorily completed and make good the Work at his own expense.
- 41.4 Examination of any questioned Work may be ordered by the Architect. If such Work be found in accordance with the Contract, the Owner shall pay the cost of examination and replacement. If such Work be found not in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost.
- 41.5 The Contractor shall furnish promptly to the Architect two (2) copies of all certificates and inspection reports relating to the Work.

GC 42 REJECTED WORK

- 42.1 Defective work whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Architect as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and replaced and/or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.
- 42.2 Other Contractor's work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- 42.3 If in the opinion of the Architect it is not expedient to correct defective work or work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Architect.

GC 43 SHOP DRAWINGS

- 43.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.

- 43.2 The Contractor shall arrange for the Preparation of clearly identified shop drawings as called for by the Contract Documents or as the Architect may reasonably request.
- 43.3 Prior to submission to the Architect the Contractor shall review all shop drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a responsible person.
- 43.4 The Contractor shall submit shop drawings to the Architect for his review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of Other Contractors. If either the Contractor or the Architect so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of a reproducible transparency or prints as the Architect may direct. At the time of submission the Contractor shall notify the Architect in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 43.5 The Architect will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Architect's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Architect.
- 43.6 The Contractor shall make any changes in shop drawings which the Architect may require consistent with the Contract Documents and resubmit unless otherwise directed by the Architect. When resubmitting, the Contractor shall notify the Architect in writing of any revisions other than those requested by the Architect.

GC 44 SAMPLES

- 44.1 The Contractor shall submit for the Architect's approval such standard manufacturers' samples as the Architect may reasonably require. Samples shall be labelled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.
- 44.2 The Contractor shall provide samples of special products, assemblies, or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in GC 20 – Changes in Work.

GC 45 TESTS AND MIX DESIGNS

- 45.1 The Contractor shall furnish to the Architect test results and mix designs as may be requested.
- 45.2 The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the Work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in GC 20 – Changes in the Work.

WJZ

The HOME Insurance Company



BR 70-02-62

THE HOME Insurance Company
New York, N.Y.

PLEASE READ IT CAREFULLY

INSURED'S NAME AND ADDRESS

PRODUCER

Perwin Construction Co. Ltd.,
106 Willowdale Avenue,
WILLOWDALE, Ontario.

C.J. Wagstaff & Associates
Ins. Agency Ltd.,
61 Alness St., Suite 201,
DOWNSVIEW, Ontario M3J 2H2.

Inception June 15, 1979 Expiration April 15, 1980 Producer No. - OPC 34752-871 ar
(Mo. Day Yr.) (Mo. Day Yr.)

At noon Standard Time at place of issuance as to each of said dates.

RATE \$ _____

PREMIUM* \$ 1,830.00

*Subject to Adjustment when Reporting Form Applicable.

Description and Location of Property Covered

Bus Terminal Garage, located at Clark Blvd. between West Drive and Dixie Road, Brampton, Ontario constructed of Masonry and Brick Walls - Ungraded Concrete Floor - Steel on Steel Deck Roof.

The insurance afforded is only with respect to each coverage for which an Amount of Insurance is shown, subject to all the terms and conditions of this policy having reference thereto.

Amount of Insurance	Coverages
\$ <u>2,221,300.00</u>	A. Property at described location(s)
\$ <u>NIL</u>	B. Property at any other location
\$ <u>NIL</u>	C. Property in transit

\$ 1,000.00 Deductible Applicable

Completed Value Form Provisions Applicable Yes No
Reporting Value Form Provisions Applicable Yes No

This policy includes. Declarations page 1, Multiple Peril Policy pages 2, 3 and 4, Insuring Agreement No 1 pages 5 and 6; and the following endorsements and forms

Loss Payable Clause: Loss, if any, to be adjusted with the Insured named herein and payable to the Insured and _____

(sub-contractors and other interests may be named here) as their respective interests may appear.

THE HOME INSURANCE COMPANY

Countersigned at Toronto, Ont. July 4, 1979.
(Mo. Day Yr.)

PER _____ Authorized Representative

The **HOME** *Insurance Company*
New York, N. Y.



In consideration of the payment of premium, this Company does insure the Insured named in the Declarations subject to all of the terms and conditions of this Policy including all of the terms and conditions of the Declarations and Insuring Agreement(s) which are made a part hereof

GENERAL POLICY CONDITIONS AND EXCLUSIONS

UNLESS PHYSICALLY DELETED BY THE COMPANY OR UNLESS SPECIFICALLY REFERRED TO IN THE INSURING AGREEMENT(S), THE FOLLOWING CLAUSES SHALL BE PARAMOUNT AND SHALL SUPERSEDE AND NULLIFY ANY CONTRARY PROVISIONS OF THE INSURING AGREEMENT(S).

I GENERAL CONDITIONS

- A. **TERRITORIAL LIMITS** This Policy insures only while the property is at locations and while in transit within and between the forty-eight contiguous states of the United States of America, the District of Columbia and Canada, unless otherwise endorsed.
- B. **REMOVAL:** Such insurance as is afforded by this Policy applies while the property covered is being removed to and while at place of safety because of imminent danger of loss, damage or expense and while being returned from such place, provided the Insured gives written notice to this Company of such removal within ten days thereafter.
- C. **OTHER INSURANCE:** If there is available to the Insured or any other interested party any other insurance which would apply in the absence of this Policy, the insurance under this Policy shall apply only as excess insurance over such other insurance.
- D. **ASSIGNMENT:** Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall die, or shall be adjudged bankrupt or insolvent and written notice is given to the Company within sixty days after the date of such adjudication, this Policy shall cover the Insured's legal representative as insured; provided that notice of cancellation addressed to the Insured named in this Policy and mailed to the address shown in this Policy shall be sufficient notice to effect cancellation of this Policy.
- E. **MISREPRESENTATION AND FRAUD** This Policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss
- F. **NOTICE OF LOSS:** The Insured shall as soon as practicable report to this Company or its agent every loss or damage which may become a claim under this Policy and shall also file with the Company or its agent within ninety (90) days from date of loss a detailed sworn proof of loss. Failure by the Insured to report the said loss or damage and to file such sworn proof of loss as hereinbefore provided shall invalidate any claim under this Policy for such loss.
- G. **SETTLEMENT OF LOSS** All adjusted claims shall be paid or made good to the Insured within thirty days after presentation and acceptance of satisfactory proofs of interest and loss at the office of this Company. No loss shall be paid or made good if the Insured has collected the same from others.
- H. **SUE & LABOR:** In case of loss or damage, it shall be lawful and necessary for the Insured, or his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property covered hereunder, or any part thereof, without prejudice to this insurance; nor shall the acts of the Insured or this Company, in recovering, saving and preserving the property covered in case of loss or damage, be considered a waiver or an acceptance of abandonment, to the charge whereof this Company will contribute according to the rate and quantity of the sum herein insured

- I. **SUIT.** No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the Prov: within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such Province.
- J. **SUBROGATION** In the event of any payment under this Policy the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.
- K. **APPRAISAL:** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay its chosen appraiser and shall bear equally the expenses of the umpire and the other expenses of appraisal. The Company shall not be held to have waived any of its rights by any act relating to appraisal.
- L. **EXAMINATION UNDER OATH:** The Insured shall submit, and so far as is within his or their power shall cause all other persons interested in the property and employees to submit, to examinations under oath by any persons named by the Company, relative to any and all matters in connection with a claim and subscribe the same; and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.
- M. **AUTOMATIC REINSTATEMENT:** Any loss hereunder shall not reduce the amount of the Policy.
- N. **CANCELATION.** This Policy may be canceled by the Insured by mailing to the Company written notice stating when thereafter such cancelation shall be effective. This Policy may be canceled by the Company by mailing to the Insured at the address shown in this Policy written notice stating when not less than ten (10) days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.
- If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustment may be made at the time cancelation is effected and, if not then made, shall be made as soon as practicable after cancelation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.
- O. **CONFORMITY TO STATUTE** Terms of this Policy which are in conflict with the statutes of the Province wherein this Policy is issued are hereby amended to conform to such statutes.

2. **PERILS EXCLUDED:** This Policy does not insure against loss, damage or expense caused directly or indirectly by:
- A. Damage due to mechanical failure, faulty construction, error in design, inherent vice, wear, tear, gradual deterioration or depreciation;
 - B. Corrosion, rust, dryness or dampness of atmosphere, or extremes of temperature;
 - C. Infidelity or any dishonest act, or inefficient or negligent handling of the property covered on the part of the Insured or other party of interest, his or their employees or agents or others to whom the property may be entrusted (carriers for hire excepted);



- D Short circuit, blow-out, or other electrical disturbance, other than lightning, within electrical apparatus, unless fire or explosion ensues and then only for loss, damage or expense caused by such ensuing fire or explosion,
- E Actual work upon the property covered, unless fire or explosion ensues, and then only for loss, damage, or expense caused by such ensuing fire or explosion;
- F Delay or loss of market,
- G. (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;
(2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
(3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- H. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Insured unless so written or attached.

In Witness Whereof, the said THE-HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned on Declarations Page by a duly Authorized Representative of the Company at place of issue.

J. J. Chamberlain
Secretary

John W. Ashburn
President

STATUTORY CONDITIONS

Misrepresentation 1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to any property in relation to which the misrepresentation or omission is material.

Property of Others 2. Unless otherwise specifically stated in the contract the insurer is not liable for loss or damage to property owned by any person other than the insured unless the interest of the insured therein is stated in the contract.

Change of Interest 3. The insurer shall be liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* or change of title by succession by operation of law or by death.

Material Change 4. Any change material to the risk and within the control and knowledge of the insured shall avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion of any, of the premium paid and cancel the contract, or may return the insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion of any of the premium paid.

Termination of Insurance 5. (1) The insurance may be terminated
 (a) subject to the statutory provision relating to cases where loss under the contract has with the consent of the insurer, been made payable to some person other than the insured, by the insurer giving to the insured at any time fifteen days notice of cancellation by registered mail, or five days notice of cancellation personally delivered, and, if the insurance is on the cash plan, by refunding the excess of premium actually paid by the insured beyond the pro rata premium for the expired time,
 (b) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, postal or express company money order, or by cheque payable at par.
 (3) If the notice is given by registered letter the repayment shall accompany the notice.

(4) The fifteen days mentioned in clause a of sub-paragraph 1 of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss 6. 1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such loss or damage is covered by the contract in addition to observing the requirements of conditions 9, 10 and 11,

- (a) forthwith give notice thereof in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured
 - (iv) showing the amount of other insurances and the names of other insurers
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract
 - (vii) showing the place where the property insured was at the time of loss.

(c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value,

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (c) and (d) of sub-paragraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud 7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

Who may give notice and proof 8. Notice of loss may be given, and proof of loss may be made, by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage 9. (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

(2) The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub-paragraph 1 of this condition according to the respective interests of the parties.

Entry, Control, Abandonment 10. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal 11. (1) If any difference arises as to the value of the property insured, the property saved or the amount of the loss, that value and amount shall, whether the right to recover on the contract is disputed or not, be ascertained by two competent and disinterested appraisers, the insured and the insurer each selecting one, and the two so chosen then selecting a competent and disinterested umpire.

(2) The appraisers together shall then estimate and appraise the loss or damage, stating separately the sound values and damage and, failing to agree, shall submit their differences to the umpire, and the finding in writing of any two shall determine the value of the property insured, the property saved and the amount of loss.

(3) The parties thereto shall pay the appraisers respectively selected by them and shall bear equally the expense of the appraisal and umpire.

When Loss Payable 12. The loss shall be payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement 13. (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

(2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action 14. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

Notice 15. (1) Any written notice to the insurer may be delivered at, or sent by registered post to, the chief agency or office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein.

(2) Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his latest post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received.

This document is furnished as a copy of said Policy as it stands at the date of issue hereof, and is given as a matter of information and confers no rights on the holders and imposes no liability on the insurer.

Countersigned at
 this _____ day of _____ 19____

Agent

Hunter J. Tanaka

SECRETARY

John Ashburn

PRESIDENT

Insuring Agreement No. 1
All Risks Builders' Risk Form



PROPERTY COVERED

This policy covers under:

- Coverage A – At location(s), as described in the Declarations, property in course of construction, reconstruction or repair including materials, supplies, machinery, equipment, fixtures and temporary structures used in or incidental to such construction, reconstruction or repair, all the property of the Insured or property for which he is liable.
- Coverage B – At any other location, property as described under Coverage A above while in temporary storage in warehouses or other place of storage, within Territorial Limits of this policy, awaiting transit to location described in the Declarations.
- Coverage C – In transit, property as described under Coverage A above while in due course of transit within the Territorial Limits of this policy.

PROPERTY EXCLUDED

This policy does not cover:

- (a) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, plans, blueprints, designs or specifications,
- (b) Lawns, trees, shrubs or plants unless loss is caused by fire, lightning, aircraft, explosion, riot or civil commotion,
- (c) Tools, contractors equipment and any property not a part of or destined to become part of the construction or installation described herein.

PERILS INSURED AGAINST

This policy insures against ALL RISKS OF DIRECT PHYSICAL LOSS TO THE PROPERTY COVERED, EXCEPT AS EXCLUDED HEREIN.

EXCLUSIONS AND LIMITATIONS

- (a) The "Perils Excluded" section of "General Policy Conditions and Exclusions" is amended to delete subsections A, B, C, D, and E.
- (b) This policy does not insure against loss:
- (1) By wear and tear, deterioration, rust, corrosion, wet or dry rot, inherent vice, latent defect, mechanical breakdown or derangement, faulty workmanship, marring or scratching;
 - (2) By frost or freezing;
 - (3) By unexplained or mysterious disappearance of property (except property in the custody of carriers or bailees for hire) or inventory shortage;
 - (4) By any fraudulent, dishonest or criminal act done by or at the instigation of any Insured, partner or joint adventurer in or of any Insured, or an officer, director or trustee of any Insured; pilferage, appropriation or concealment of any property due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any Insured, or any person to whom the property may be entrusted, other than any carrier or bailee for hire,
 - (5) By seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade,
 - (6) Occasioned by enforcement of any ordinance or law regulating or restricting the construction, repair, installation or demolition of building(s), structure(s) or other property unless such liability is specifically assumed by endorsement hereon,
 - (7) Caused by or resulting from:
 - (a) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water or spray from any of the foregoing, all whether driven by wind or not;
 - (b) earthquake, landslide or other earth movement,unless loss by fire or explosion ensues, and this Company shall then be liable only for such ensuing loss; but this exclusion shall not apply to property in due course of transit;
 - (8) Resulting from any electrical injury or disturbance to electrical appliances, devices or wiring caused by electrical currents artificially generated unless fire or explosion ensues, and this Company shall then be liable only for such ensuing loss.
- (c) This policy does not insure against loss to:
- (1) Component materials or parts of any property
 - (a) due to testing, or
 - (b) resulting from faulty design, manufacture, materials or faulty installation of such component materials or parts,
 - (2) Property shipped via waterborne transportation other than incidental regular ferries or railroad carfloats.

SPECIAL PROVISIONS

- (1) **Policy Term.** This policy applies only to losses or occurrences which take place during the policy term from the inception date to expiration date as stated in the Declarations.
- (2) **Subrogation Clause.** The "General Conditions" section of "General Policy Conditions and Exclusions" is amended by the addition of the following to sub-section 1J Subrogation:

Except as noted below, this Company shall not be bound to pay any loss if the Insured shall have impaired any right of recovery for loss to the property insured; however, it is agreed that:

 - (a) as respects real and personal property at the location(s) described in the Declarations, permission is given the Insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the Insured to recover hereunder, and
 - (b) as respects property in transit, the Insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such property.
- (3) **Benefit to Bailee.** This insurance shall not inure, directly or indirectly, to the benefit of any carrier or other bailee.
- (4) **Occupancy Clause.** It is made a condition of this insurance that the premises shall not be occupied without the written consent of this Company; except machinery may be set up and operated solely for the purpose of testing the same without prejudice to this policy.
- (5) **Valuation Clause.** This Company shall be liable only to the extent of the actual cash value of the property covered at the time of loss, but not exceeding the amount which it would cost to repair or replace the property covered with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.
- (6) **Deductible Clause.** This Company shall be liable only when loss in each occurrence exceeds the deductible amount indicated in the Declarations and then only for loss in excess thereof. This deductible shall not apply to loss or damage caused by or resulting from fire, lightning, explosion, riot, impact by aircraft or vehicles, and smoke.
- (7) **Completed Value Form Provisions.** (The following clause applies only with respect to Coverage A and only when Completed Value Form Provisions are made applicable in the Declarations.)

Provisional Amount Clause. The amount of insurance stated in the Declarations is provisional. It is a condition of this insurance, wherein the rate and premium are based on an average amount of liability during the period of construction, that at any date while this policy is in force, the actual amount of insurance hereunder is that proportion of the provisional amount that the actual value of the described property on that date bears to the value of the described property at date of completion, but shall not in any case exceed the provisional amount, and:

In consideration of the reduced rate at which this policy is written, it is a condition of this insurance that in the event of loss, this Company shall be liable for no greater proportion thereof than the provisional amount of insurance under this policy bears to the value of the described property at date of completion.

If this policy be divided into two or more items, the foregoing shall apply to each item separately.

- (8) **Reporting Form Provisions.** (The following clauses apply only when Reporting Form Provisions are made applicable in the Declarations.)
 - (a) **Provisional Amount Clause.** The amount of insurance stated in the Declarations is provisional and is for the purpose of determining the initial premium. The actual amount of insurance hereunder shall equal the total value of the property described in the Declarations notwithstanding the requirement that the premium shall be adjusted on the basis of full values reported.
 - (b) **Value Reporting Clause.** It is a condition that the Insured shall report monthly to this Company the total value of the property covered. Within thirty (30) days after inception of this policy the Insured shall select a day of the month as of which the first and all succeeding monthly reports shall be made; each of such reports to this Company shall be due within thirty days after the day of the month selected. At the time of any loss, if the Insured has failed to file with this Company reports of values as above required, this policy shall cover for not more than the amount stated in the last report of values filed prior to the loss. In the event no initial report as above required has been made within sixty (60) days, this policy shall cover for not more than the provisional amount.
 - (c) **Full Reporting Clause.** Liability under this policy shall not in any case exceed that proportion of any loss hereunder which the last reported value filed prior to the date of the loss bears to the actual value on the date for which the report was made.
 - (d) **Premium Adjustment Clause.** The premium named in this policy is provisional only. The actual premium consideration for the liability assumed hereunder shall be determined as follows: upon receipt of each report of value, this policy shall be endorsed to the amount of the value reported; additional or return premiums being computed on a pro rata basis to the expiration date of the policy from the date midway between the dates of the current and the preceding report.
 - (e) **Verification of Values.** This Company or its duly appointed representative, shall be permitted at all reasonable times during the term of this policy, or within a year after its expiration, to inspect the property covered hereunder and to examine the Insured's books, records and such policies as relate to any property covered hereunder. This inspection or examination shall not waive or in any manner affect any of the terms or conditions of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY NOT IN CONFLICT HERewith REMAIN UNCHANGED.

C. J. Wagstaff & Associates

Insurance Agency Limited

61 ALNESS STREET, SUITE 201

Downsview, Ontario

M3J 2H2

TELEPHONE
667-1722

June 29, 1979.

Perwin Construction Co. Ltd.,
106 Willowdale, Ave.,
Willowdale, Ont.

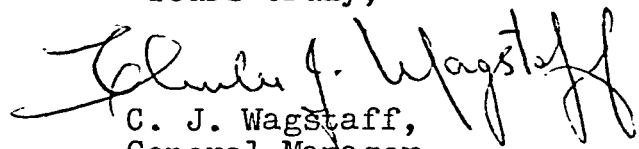
Attn.: Mr. James Tough
Vice-President

Dear Mr. Tough:

This is to confirm that Home Insurance Co. has bound coverage on a Builders all risk form for your project City of Brampton Transit Facility, Clark Blvd., Brampton, Ont. Binder No. 2441.

We expect to have the policy and certified copies by Tuesday, July 3, 1979. As per your instructions, they will be delivered to your office immediately.

Yours truly,


C. J. Wagstaff,
General Manager.

CERTIFICATE OF LIABILITY INSURANCE

THE CANADIAN INDEMNITY COMPANY
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 24 QUEEN STREET, EAST, BRAMPTON, ONTARIO, L6V 1A4

THIS IS TO CERTIFY THAT Perwin Construction Co. Limited
(CONTRACTOR)

Whose Address is 106 Willowdale Ave., P.O. Box 248 Willowdale, Ont.

has comprehensive liability insurance in this Company under Policy M2N 5S9
No. 3L 4474 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 ex-
clusions 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.

THE POLICY EXPIRES ON September 21st, 1979

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

With respect to Contract No. 79-08 for the Construction of
The City of Brampton Transit Facility

We certify that the Corporation will be coinsured with the Contrac-
tor.

DATE: June 1st, 1979

COUNTERSIGNED: A.P. WILSON & COMPANY LIMITED

M.R.
President



GUARDIAN INSURANCE

COMPANY OF CANADA

BOND No. 35-752749 IN DUPLICATE

C.C.A. Document No. (S) 22

LABOUR AND MATERIAL PAYMENT BOND (TRUSTEE FORM)

\$ 2,221,300.00

Note. This Bond is issued simultaneously with another Bond in favour of the Obligeé conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS THAT PERWIN CONSTRUCTION CO. LIMITED

..... as Principal,

hereinafter called the Principal, and GUARDIAN INSURANCE COMPANY OF CANADA

a corporation created and existing under the laws of CANADA

and duly authorized to transact the business of Suretyship in the PROVINCE OF ONTARIO

as Surety, hereinafter called the Surety are, subject to the conditions hereinafter contained, held and firmly bound unto

CORPORATION OF THE CITY OF BRAMPTON as Trustee,

hereinafter called the Obligeé, for the use and benefit of the Claimants, their and each of their heirs, executors,

administrators, successors and assigns, in the amount of TWO MILLION TWO HUNDRED AND TWENTY-ONE

THOUSAND THREE HUNDRED Dollars (\$ 2,221,300.00)

of lawful money of Canada for the payment of which sum well and truly to be made the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligeé, dated the 28th

day of May 19 79, for construction of the City of Brampton Transit

Facility, Contract # 79-08

which contract, Specifications & Drawings are by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract.

2. The Principal and the Surety, hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of his contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon. Provided that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken, either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants; or any of them, who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Oblige to sue on and enforce the provisions of this Bond.

3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Oblige, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (1) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the Mechanics' Liens Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
 - (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - (c) other than in a Court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

4. The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of Said Claimant.

5. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

6. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this28th.....
 day ofMay..... 19 79.....

SIGNED and SEALED
 In the presence of

Arthur L. Sheenan

PERWIN CONSTRUCTION CO. LIMITED
A. J. Joubert
 Principal

GUARDIAN INSURANCE COMPANY OF CANADA
 Surety
Victor N. M. ...
 COMMERCIAL LINES MANAGER

Endorsed by: R.A.I.C., A.C.E.C., C.C.A., E.I.C., S.W.A.C
 Approved by: INSURANCE BUREAU OF CANADA

PERFORMANCE AND MAINTENANCE BOND

Bond No. 35-752746 IN DUPLICATE

Contract 79-08

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Perwin Construction Co.
(The Contractor)

Limited

hereinafter called "The Principal", and
GUARDIAN INSURANCE COMPANY OF CANADA

(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 \$2,221,300.00 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 bind 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

28th of May, 1979

Whereas by an Agreement in writing dated the 28th day of May 1979, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair and maintenance of The City of Brampton Transit Facility

(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 forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works

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

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

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

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

Arthur J. Seenan

Witness signs here

PERWIN CONSTRUCTION CO. LIMITED

[Signature]

Perwin Construction Co. Limited (Seal)

Principal signs here and seal where applicable

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

[Signature]

Witness signs here

GUARDIAN INSURANCE COMPANY OF CANADA

[Signature] (Seal)

Surety Company Officer signs here with seal
COMMERCIAL LINES MANAGER