



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 165-79

To authorize the execution of an Agreement with PAVE-AL LIMITED - Contract No. 79-106 (Reconstruction of Bramalea Rd. from Williams Parkway to No. 10 Sideroad)

WHEREAS it is deemed expedient to enter into and execute Contract No. 79-106 with Pave-Al 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. 79-106 with Pave-Al 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. 79-106 with Pave-Al 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

PASSED July 9, 19 79



BY-LAW

No. 165-79

To authorize the execution of an agreement with PAVE-AL LIMITED - Contract No. 79-106 (Reconstruction of Bramalea Rd. from Williams Parkway to No. 10 Sideroad).

This Agreement made in Quadruplicate this 26th day of June, 197

BETWEEN:

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

-AND-

Pave-Al Limited
(Hereinafter called "The Contractor")
of the Second Part

WITNESSETH

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

ARTICLE 1

(A) A general description of the work is:

Reconstruction of Bramalea Road from Williams Parkway to
No. 10 Sideroad.

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

ARTICLE 2

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

ARTICLE 3

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

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

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

ARTICLE 4

The Corporation covenants with the Contractor that the Contractor having in all respects complied with the Provisions of this Contract will be paid for the works included herein in accordance with the unit prices as set out in the Form of Tender, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

ARTICLE 5

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

THE CONTRACTOR:

Pave-Al Limited
6205 Airport Road,
Mississauga, Ontario
L4V 1E1.

THE ENGINEER:

J. F. Curran, P.Eng.
City Engineer
City of Brampton
24 Queen Street, East
Brampton, Ontario

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

Time shall be deemed the essence of this contract.

ARTICLE 9

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

ARTICLE 10

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

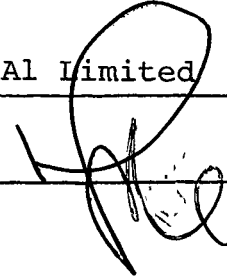
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers as the case may be.

B Graham
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 310 THE KINGSWAY
ISLINGTON, ONTARIO

OCCUPATION SECRETARY

Pave-Al Limited



CORPORATION OF THE CITY OF
BRAMPTON

James L. Colclough
MAYOR

[Signature]
CLERK

FORM OF TENDER

INCLUDING SCHEDULE OF QUANTITIES
AND UNIT PRICES

CITY OF BRAMPTON
ENGINEERING DEPARTMENT

THE CORPORATION OF THE CITY OF BRAMPTON
FORM OF TENDER

CONTRACT NO. 79-106

This Tender Submitted By: _____

PAVE-AL LIMITED

ADDRESS: _____

6205 AIRPORT ROAD, MISSISSAUGA

TELEPHONE NUMBER: _____

677-5480

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

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

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

I/We further declare that we have carefully examined the locality and site of the proposed works, as well as the plans, drawings, profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement by the Commissioner of Public Works, by and on behalf of the Corporation of the City of Brampton, and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined and do hereby tender and offer to enter into a contract to do all of the work and to provide all of the labour, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, exchange, and sales tax in effect on the date of acceptance of the tender, and all other charges on the terms and conditions and under the provisions therein set forth and to accept in full payment therefor the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Schedule of Quantities and Unit Prices attached hereto:-

I/We further declare that if the tender is accepted by the City, we will execute whatever additional work may be required at the Unit Prices shown herein in strict conformity and in all respects with the requirements of this tender, specifications, general conditions and form of agreement hereto annexed or to be annexed hereto.

I/We also agree that deductions from the said contract, if any, shall be made at the unit prices shown in the Schedule of Quantities and Unit Prices as herein contained.

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

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

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

If this tender is accepted I/we agree to furnish the required contract bond in the form attached hereto, insurance certificate and Workmen's Compensation Board Letter, and properly sign the Contract documents in quadruplicate within 10 days after being notified to do so. In the event of default or failure on our part so to do, I/we agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by me/us to the use of the City and to accept the next lowest or any tender or to advertise for new tenders, or to carry out the works in any other way they deem best and I/we also agree to pay to the said City the difference between this tender and any greater sum which the City may expend or incur by reason of such default or failure, or by reason of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of advertising for new tenders; and to indemnify and save harmless the said City and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

I/We propose THE GUARANTEE COMPANY
OF NORTH AMERICA

A company which is willing to become bound with me/us in the amount designated for the due performance and fulfillment of the contract for which this is the tender.

I/We agree that the date of completion as referred to in the General Conditions shall be eighty (80) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation \$100.00 as liquidated damages, per day for each and every day that any portion of the work remains incompletd, after the time of completion as specified above.

A certified cheque in the amount of \$ 50,000.00

FIFTY THOUSAND is enclosed. Dated at MISSISSAUGA this 19 day of JUNE 1979.

[Signature]
SIGNATURE OF WITNESS

[Signature]
SIGNATURE AND SEAL OF TENDERER

PAVE-AL LIMITED'S DECLARATION OF EXPERIENCE

OWNER		<u>DESCRIPTION</u>	<u>AMOUNT</u>
Borough of Etobicoke	70-6	Finch Avenue	\$ 364,984.30
Borough of Etobicoke	71-12	Burnhamthorpe Road	147,498.73
Township of Chinguacousy	71-17	Avondale and Birchbank	185,000.00
Township of Chinguacousy	71-18	Resurfacing	38,825.00
County of Peel		Airport & Derry Road	96,095.00
County of Peel		Asphalt Overlay	78,344.68
Department of Transport		Aeroquay Garage	43,497.50
Borough of North York	71-020	Rustic Road	1,011,801.76
Borough of North York	711-219	Edgar and Oakland	133,475.63
Borough of North York	731-018	Oakdale Road	448,635.54
Town of Mississauga	71-036	Lorne Pk & Indian Road	446,700.50
Town of Mississauga	71-054	Wharton Way	224,131.00
Town of Mississauga	72-045	Truscott Drive	226,251.80
Town of Mississauga	70-082	Erin Mills Parkway	402,416.30
Town of Mississauga	70-061	Cliff Road	321,481.30
Town of Oakville		Patching	22,000.00
Town of Georgetown	72-2	Charles & Park Sts.	259,492.44
Town of Georgetown	72-5	Duncan Drive	53,590.80
Cadillac Developments		Erin Mills Subdivision	1,500,000.00
Borough of Etobicoke	73-12	Horner Avenue	420,733.94
Borough of North York	731-018	Oakdale Road	448,635.54
Cadillac Developments		Rockwood Shopping Centre	313,742.00
Town of Oakville	R-91-73	Various Streets	435,841.97
City of Mississauga	71-056	Stanfield Road	317,397.50
City of Mississauga	72-129	Brittania Road	102,325.00
City of Mississauga	73-070	Zetland	256,225.00
City of Mississauga	71-105F	Kirwin	125,965.00
City of Brampton	74-118	Major Road Repairs	176,380.00
Borough of North York	741-036	Kelso, Carmichael	708,745.87
Borough of North York	741-041	Cameron, Johnson	384,670.71
Borough of North York	741-027	Eugene, Tedder	193,427.76
Borough of Etobicoke	74-14	Horner, Simpson	440,004.74
Metro Toronto	R-9-75	Yonge Street	670,409.45
Borough of Etobicoke	R-2-75	Asphalt Overlay	364,707.00
Cadillac Developments		Rockwood Village	1,200,000.00
Metro Toronto	R-31-75	Royal York Road	1,334,064.17

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT-5

CONTRACT NO. 79-106
BRAMALEA ROAD RECONSTRUCTION

The Tenderer shall prepare this Tender legibly in ink or typewriter. Any changes, erasures or overwriting of the prices shall be initialled.

In the event of a discrepancy between the extended total of an item, and the product of the item quantity, and the unit price for the same item, then the unit price quoted for that item will be accepted and total of the tender adjusted accordingly.

Specification numbers and S.P. refer to the Ministry of Transportation and Communications Specifications. Special refers to the City of Brampton Special Provisions. City refers to the City of Brampton Standard Specifications.

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.	Special City, 406	Supply and install concrete storm sewer pipe (with rubber gasket joints) class "B" bedding and granular backfill to top of trench				
a.		12" dia. S.S.	1,430	Lin.Ft.	\$ <u>12.00</u> per lin.ft.	\$ <u>17,160.00</u>
b.		15" dia. S.S.	1,415	Lin.Ft.	\$ <u>14.00</u> per lin.ft.	\$ <u>19,810.00</u>
c.		18" dia. S.S.	605	Lin.Ft.	\$ <u>16.00</u> per lin.ft.	\$ <u>9,680.00</u>
d.		21" dia. Cl.II	60	Lin.Ft.	\$ <u>28.00</u> per lin.ft.	\$ <u>1,680.00</u>
e.		24" dia. Cl.II	27	Lin.Ft.	\$ <u>30.00</u> per lin.ft.	\$ <u>810.00</u>
f.		27" dia. Cl.II	200	Lin.Ft.	\$ <u>30.00</u> per lin.ft.	\$ <u>6,000.00</u>
g.		30" dia. Cl.II	382	Lin.Ft.	\$ <u>39.00</u> per lin.ft.	\$ <u>14,898.00</u>
2.	Special City	Construct manholes including excavation, frames, covers and granular backfill				
		As per Standard Drawing 302	130	Vt.Ft.	\$ <u>121.00</u> per vt.ft.	\$ <u>15,730.00</u>
3.	City	Construct catchbasins including excavation, frames, grates and granular backfill				
a.		24" square as per Std. 320 and 325	24	Each	\$ <u>520.00</u> per each	\$ <u>12,480.00</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT-6

CONTRACT NO. 79-106
BRAMALEA ROAD RECONSTRUCTION

ITEM NO.	SPEC NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
b.		Double as per Std. 321 and 325	2	Each	\$ <u>740.00</u> per each	\$ <u>1480.00</u>
c.		Pyramid type catchbasin manhole as per Std. 304 and 328	1	Each	\$ <u>1750.00</u> per each	\$ <u>1,750.00</u>
d.		2' x 2' ditch inlet Std. 322	10	Each	\$ <u>460.00</u> per each	\$ <u>4600.00</u>
e.		4' x 4' ditch inlet manholes as per M.T.C. DD-715-A	2	Each	\$ <u>800.00</u> per each	\$ <u>1600.00</u>
4.	Special City	Catchbasin leads including excavation, appropriate fitting class "B" bedding and granular "C" backfill				
a.		8" dia. S.S.	572	Lin.Ft.	\$ <u>14.00</u> per lin.ft.	\$ <u>8,008.00</u>
b.		10" dia. S.S.	388	Lin.Ft.	\$ <u>15.00</u> per lin.ft.	\$ <u>5,820.00</u>
c.		12' dia. S.S.	163	Lin.Ft.	\$ <u>16.00</u> per lin.ft.	\$ <u>2,608.00</u>
5.	Special	Remove existing ditch inlet catchbasins and leads where indicated on drawing (frames and grates to City yard)	2	Each	\$ <u>100.00</u> per each	\$ <u>200.00</u>
6a.	Special 421	Supply and install CMP arch 58" x 36" culvert including excavation and granular "B" backfill	15	Lin.Ft.	\$ <u>60.00</u> per lin.ft.	\$ <u>900.00</u>
b.		Construct concrete endwall for storm sewer outlet as per Std. 330		Lump Sum		\$ <u>3200.00</u>
7.	Special	Plug existing C.M.P.	2	Each	<i>f. 20.00</i> \$ 100.00 per each	<i>40.00 f.</i> \$ 200.00
8.	Special	Remove and dispose of existing culverts and reinstate roadway	576	Lin.Ft.	\$ <u>5.60</u> per lin.ft.	\$ <u>3,225.60</u>
9.	Special City	Earth excavation to subgrade including removal of and grubbing of trees and shrubs as required	10,450	Lin.Ft.	<i>f. 2.90</i> \$ 2.60 per lin.ft.	<i>30,305.00 f.</i> \$ 27,170.00

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT-7

CONTRACT NO. 79-106
BRAMALEA ROAD RECONSTRUCTION

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
10.	City	Special subgrade excavation	100	Cu.Yd.	\$ <u>10.00</u> per cu.yd.	\$ <u>1,000.00</u>
11.	Special City 1010 314	Supply, place and compact granular base course				
a.		Granular "B"	7,150	Ton	\$ <u>5.70</u> per ton	\$ <u>40,755.00</u>
b.		Granular "A"	3,200	Ton	\$ <u>6.20</u> per ton	\$ <u>19,840.00</u>
12.	City	Supply and apply water for compaction of granular material (1M gal. = 1,000 gal.)	96	M.Gal.	\$ <u>14.00</u> per m gal.	\$ <u>1,344.00</u>
13.	City	Supply and apply calcium chloride	11	Ton	\$ <u>150.00</u> per ton	\$ <u>1,650.00</u>
14.	Special City 310	Supply, mix and place hot-mix, hot-laid asphalt including asphalt cement				
a.		H.L.6	2,450	Ton	\$ <u>17.90</u> per ton	\$ <u>43,855.00</u>
b.		H.L.3	3,100	Ton	\$ <u>19.00</u> per ton	\$ <u>58,900.00</u>
15.	Special City	Remove existing concrete curb and gutter where indicated on drawings	275	Lin.Ft.	\$ <u>2.00</u> per lin.ft.	\$ <u>550.00</u>
16.	Special City 353	Construct concrete curb and gutter as per Standard 220	9,275	Lin.Ft.	\$ <u>4.30</u> per lin.ft.	\$ <u>39,882.50</u>
17.	Special City 353	Construct concrete curb for traffic islands as per Standard 232	922	Lin.Ft.	\$ <u>9.75</u> per lin.ft.	\$ <u>8989.50</u>
18.	Special 510	Remove existing concrete and asphalt sidewalks as shown in drawings (5 s.f. = 1 l.f.)	40	Lin.Ft.	\$ <u>2.50</u> per lin.ft.	\$ <u>100.00</u>
19.	Special City 351	Construct concrete sidewalk as per Standard 225 (5 s.f. = 1 l.f.)	2,750	Lin.Ft.	\$ <u>6.70</u> per lin.ft.	\$ <u>18,425.00</u>

SCHEDULE OF QUANTITIES
AND UNIT PRICES

FT-8

CONTRACT NO. 79-106
BRAMALEA ROAD RECONSTRUCTION

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
20.	City 310	Asphalt for raised median as per Standard 230	100	Sq.yd.	\$ <u>5.00</u> per sq.yd.	\$ <u>500.00</u>
21.	Special City 571	Supply and place nursery sod including 3" topsoil	22,000	Sq.yd.	\$ <u>1.50</u> per sq.yd.	\$ <u>33,000.00</u>
22.	City	Supply and apply water for sod (1M.gal = 1,000 gallons)	90	M.Gal.	\$ <u>15.00</u> per m. gal.	\$ <u>1,350.00</u>
23.	Special	Burn-in existing asphalt	420	Lin.Ft.	\$ <u>3.00</u> per lin.ft.	\$ <u>1,260.00</u>
24.	510	Remove and dispose of existing asphalt pavement	320	Sq.Yd.	\$ <u>6.00</u> 4.00 per sq.yd.	\$ <u>1,920.00</u> 1,280.00
25.	510	Remove fence	2,040	Lin.Ft.	\$ <u>0.20</u> per lin.ft.	\$ <u>408.00</u>
26.	Special	Lower existing 6" dia. watermain	120	Lin.Ft.	\$ <u>13.00</u> per lin.ft.	\$ <u>1,560.00</u>
27.	City	Adjust existing manholes and valve chambers to finished grade	3	Each	\$ <u>100.00</u> per each	\$ <u>300.00</u>
28.	Special City	Adjust existing gas and water valve boxes to finished grade	5	Each	\$ <u>100.00</u> per each	\$ <u>500.00</u>
29.	Special	Supply and place 1,500 p.s.i. concrete exclusive of form-work	5	Cu.Yd.	\$ <u>60.00</u> per cu.yd.	\$ <u>300.00</u>
<u>PROVISIONAL ITEMS</u>						
30.		Supply and place 3" rigid P.V.C. duct	604	Lin.Ft.	\$ <u>5.00</u> per lin.ft.	\$ <u>3,020.00</u>
31.		Supply and place 2" carlon duct	200	Lin.Ft.	\$ <u>5.00</u> per lin.ft.	\$ <u>1,000.00</u>
32.		Supply and place 3' stub-outs from handwells	19	Each	\$ <u>10.00</u> per each	\$ <u>190.00</u>
33.		Supply and install handwells as per Standard 234	12	Each	\$ <u>50.00</u> 100.00 per each	\$ <u>600.00</u> 1,200.00
34.		Contingency item (See Information for Tenderers)				\$ <u>40,000.00</u>

TOTAL AMOUNT FOR CONTRACT NO. 79-106 - BRAMALEA RD. RECONSTRUCTION

\$ 483,183.60

O.K.
A.N.

PERFORMANCE AND MAINTENANCE BOND

Bond No. 123 024

Contract 79-106

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Pave-Al Limited
(The Contractor)

hereinafter called "The Principal", and

THE GUARANTEE COMPANY OF NORTH AMERICA

(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 \$483,183.60 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

26th of June, 19 79.

Whereas by an Agreement in writing dated the 26th day of June 19 79, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, extension, repair and maintenance~~ of _____

Reconstruction of Bramalea Road from Williams Parkway to No. 10

-(Description of Works)

Sideroad.

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 Obligee.

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

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

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

Witness signs here

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


Witness signs here



Pave-Al Limited (Seal)

Principal signs here and seal where applicable

THE GUARANTEE COMPANY OF NORTH AMERICA



M.Scott, Attorney-in-Fact (Seal)

Surety Company Officer signs here with seal

CERTIFICATE OF LIABILITY INSURANCE

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 Pave-Al Limited
(CONTRACTOR)

Whose Address is 6205 Airport Road, Mississauga, Ontario L4V 1E1.

has comprehensive liability insurance in this Company under Policy No. 3L06251 covering legal liability for damages because of:

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

Subject to a limit of liability of not less than \$1,000,000.00 inclusive for any one occurrence or accident which insurance applies in respect of all operations, including liability assumed under contract with the Corporation. The policy does not contain any exclusions or limitations in respect of the use of explosives or in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure, or subsidence of any property, structure, or land from any cause.

THE POLICY EXPIRES ON October 1st, 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. 79-106 for the ~~Construction of~~
Reconstruction of Bramalea Rd. from Williams Parkway to No. 10 Sideroad.

We certify that the Corporation will be coinsured with the ~~Contractor~~
tor.

DATE: January 25th, 1979

COUNTERSIGNED: 

LOUIS STILLER, VICE PRESIDENT

COMPREHENSIVE GENERAL LIABILITY POLICY

NO:

issued by

THE CANADIAN INDEMNITY COMPANY

(hereinafter called the Insurer)

DECLARATIONS

NAMED INSURED: PAVE-AL LIMITED

ADDRESS: 6205 Airport Road, Mississauga, Ontario

BUSINESS OF THE NAMED INSURED: Development & Ownship of real estate; road paving

POLICY PERIOD: January 31st, 1979, to October 1st, 1979

PREMIUM:

AGENT: Chris Steer Insurance Agency Limited
400 King Street East, Toronto, M5A 1L4, Ontario

This Policy on its inception date contains Pages 1 - 11 Inclusive and Endorsements 1 - Inclusive.

This Policy is hereby signed on behalf of the Insurer by its Agent authorized for the purpose:

CHRIS STEER INSURANCE AGENCY LIMITED

Date:

Per 

AGREEMENT I

INSURING CLAUSE

In consideration of a deposit premium shown herein the Insurer hereby agrees to pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed by law upon the Insured or assumed by the Insured under any agreement as hereinafter defined :

- A. For damages, including damages for care and loss of services, because of bodily injuries, sickness or disease, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and occurring during the policy period;
- and
- B. (i) For damage to or destruction of property, including loss of use thereof, caused by accident occurring during the policy period;
- or
- (ii) For physical damage to or physical destruction of corporeal property, including loss or use thereof, due to an occurrence which takes place during the policy period.

AGREEMENT II

INSURANCE PROVIDED

The Company also agrees:

- (a) To defend in the name and on behalf of the Insured claims, suits or other proceedings demanding damages which may at any time be instituted against the Insured for any occurrence covered by this policy, although such claims, suits, proceedings or allegations and demands may be wholly groundless, false or fraudulent; or to make settlement of such claims as may be deemed expedient by the Insurer.
- (b) To pay and satisfy judgments rendered against the Insured in legal proceedings defended by the Insurer and to protect the Insured against the levy of executions issued against the Insured upon the same, all subject to the limits expressed in the policy.
- (c) TO PAY :
- (i) All expenses incurred by the Insurer for investigation, negotiation and defence of any such claims or proceedings;
- (ii) All costs taxed against the Insured in any such proceedings;
- (iii) All premiums on attachment and/or appeal bonds required in any such proceedings;
- (iv) All interest accruing before or after entry of judgment and up to the date of payment by the Insured of its share of any judgment;
- (v) The expenses incurred by the Insured for such medical or surgical relief as shall be necessary at the time any such injuries, sickness or disease are sustained;

- (vi) The expenses up to \$5,000. incurred by the Insured under emergency conditions for service, materials, equipment and supplies of others for the purpose of preventing aggravation of a loss covered under this policy and/or providing useful defense of same; and
- (vii) All expenses incurred by the Insured at the Insurer's request in the investigation or defense of any claim hereunder.

AGREEMENT III

ADDITIONAL INSURED

- (a) This Policy shall in the same manner and to the same extent insure any partner, executive officer, director, stockholder or employee of the Insured while acting within the scope of his duties as such.
- (b) This policy shall also extend to cover as additional insureds the following:

Those persons, corporations or other legal entities referred to in Schedule A (Endorsement No. 1) attached to this policy.
- (c) Whenever the Insured undertakes in a written contract to insure the interests of other parties, this policy shall automatically extend to cover such other parties as Additional Insureds to the extent required in the said written contract.

Notwithstanding the conditions of this policy, however, there shall be no obligation on the Insurer to notify any such Additional Insured of any change in or cancellation of this insurance, unless a Certificate is issued to any such Additional Insured specifying that notice will be given to the said Additional Insured prior to cancellation of the policy.

AGREEMENT IV

LIMITS OF LIABILITY

- (1) The Insurer's liability under this policy for loss or damage resulting from bodily injury, sickness, disease, mental suffering or death and for damage to or destruction of property including loss of use thereof, is limited to \$ _____ for any one occurrence or series of occurrences arising out of one cause.
- (2) With respect only to damage to that part of any premises actually occupied by the Insured under a lease, the Insurer's liability shall not exceed \$ _____ in any one occurrence.
- (3) With respect only to :
 - (a) Physical damage to corporeal property, including loss of use thereof, not caused by accident, and
 - (b) Products Liability as herein defined, the Insured's liability shall not exceed \$ _____ in the aggregate for all occurrences in any one policy year.

AGREEMENT V

EMPLOYERS'
LIABILITY

Subject to the limit provided under Agreement IV the Insurer agrees:

CONTINGENT (a) To pay all claims for damages, including claims in
EMPLOYERS' consequence of expenses or loss of services for which
LIABILITY the Insured is legally liable because of bodily injury,
sickness or disease, including death resulting there-
from, accidentally suffered or alleged to have been
suffered by any employee who is normally considered
to be subject to a Workmen's Compensation Act or
Ordinance, while such employee is employed in the
Insured's business, for whom the Protection of the Act
or Ordinance may be denied, or where the claim is beyond
the scope of the protection of the Act or Ordinance or
where the employee or any other person claiming in re-
spect of the bodily injury, sickness or disease or
death of the employee may elect to take action against
the Insured.

DIRECT (b) To indemnify the Insured against loss by reason of the
EMPLOYERS' liability imposed by law upon the Insured for damages
LIABILITY on account of bodily injuries, including death resulting
therefrom accidentally suffered or alleged to have been
suffered by any employee of the Insured in the course of
his employment in the operation of business of the
Insured, provided such employee is not subject to any
-Workmen's Compensation Act or Ordinance.

Exclusions 2 and 3 under AGREEMENT VII (A) shall not apply to coverage as pro-
vided by this AGREEMENT V.

AGREEMENT VI

POLICY PERIOD

The Insurance provided by this policy shall begin on
at 12:01 a.m. and unless cancelled as provided in condition "D" hereof shall
end on at 12:01 a.m. as to both dates Standard Time at the
place where a claim occurs.

AGREEMENT VII

EXCLUSIONS

- A. The Insurer shall not be liable under this Insurance for claims arising
out of :
1. Bodily injuries, sickness or disease including death at any time
resulting therefrom sustained by any employee of the Insured while
engaged in his duties as such, other than that assumed under
AGREEMENT V, or assumed under written agreement by the Insured.

2. The ownership, use or operation by or on behalf of the Insured of any self-propelled land motor vehicle, trailer or semi-trailer while attached thereto or unattached (including accessories and equipment while attached thereto or mounted thereon) other than any of the following or their trailers, accessories and equipment:
 - (i) Vehicles of the crawler type (other than snowmobiles);
 - (ii) Tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, front-end loaders, bulldozers, road construction equipment and paving machines and concrete mixers (other than concrete mixers of the mix-in-transit type);
 - (iii) Other machinery or equipment mounted on Wheels but not self-propelled while not attached to any self-propelled land motor vehicle;
 - (iv) Self-propelled land motor vehicles intended to be used on the premises of the Insured, but which may occasionally travel over public highways or be used elsewhere.
 3. The ownership, use or operation by or on behalf of the Insured of any watercraft over 35 feet in length or of any aircraft.
 4. Bodily injury, sickness or disease including death at any time resulting therefrom caused intentionally by or at the direction of the Insured.
 5. Any consequence, whether direct or indirect of war, invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
- B. This policy shall not cover liability for damage to or destruction of or loss of use of :
- (i) Property, caused intentionally by or at the direction of the Insured except where such damage is necessary for public safety and/or to prevent damage to property of others or injuries to persons;
 - (ii) Property owned by the Insured, property held by the Insured for sale or property entrusted to the Insured for storage or safe-keeping;

or

(other than with respect to liability assumed under any side-track agreement; right of way or rail or road-crossing agreement; elevator or escalator maintenance agreement; or agreement required by Municipal, Provincial or Federal Ordinance)

1. Property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured.
2. Tools or equipment while being used by the Insured in performing his operations.
3. Property in the custody of the Insured which is to be installed, erected or used in construction by the Insured.

4. Property which is being transported by the Insured by motor vehicle or team, including the loading or unloading thereof.
 5. Products manufactured, sold, handled or distributed by the Insured out of which the occurrence arises, or work done by or for the Insured where the cause of the occurrence is defect in such work, but this Exclusion specifically does not apply to resulting damage to other property or injuries to persons.
- C. This policy does not apply to injury, sickness, disease, death, damage or destruction.:
- (a) with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other group or pool of Insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting directly or indirectly from the nuclear energy hazard arising from:
 - (1) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (3) the transportation, consumption, possession, handling, disposal or use of radioactive material sold, handled, used or distributed by an Insured.

As used in this Section C

- (i) The term "Nuclear Energy Hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- (ii) The term "Radioactive Material" means uranium, thorium, Plutonium, neptunium their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use, or application of atomic energy;
- (iii) The term "Nuclear Facility" means:
 - (a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;

- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium and uranium or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- (iv) With respect to property, loss of use of such property shall be deemed to be damage to or destruction of property.

AGREEMENT VIII

OPERATIONS INSURED

The coverage provided by this policy applies to all premises and operations of the Insured that exist or are carried on at the time this policy is issued whether such operations are regular or experimental and/or of a preventive or interruptible nature or effect, and the coverage automatically extends to any additional operations undertaken by the Insured and to premises acquired or leased by the Insured during the term of the policy.

Coverage does not, however, apply with respect to buildings or land located, or operations regularly carried on, outside of Canada or the United States of America except that travel by persons normally employed in Canada or the United States of America to points outside of Canada or the United States of America, and their actions while so travelling, shall be covered hereunder.

GENERAL CONDITIONS

CONDITION A

DEFINITIONS:

1. The word "occurrence" as used herein when relating to property damage shall mean a single, continuous or repeated exposure to a condition or to conditions unexpectedly causing damage to or destruction of corporeal property. When any one such exposure exists prior to or after, as well as during, the policy period causing continuous or repeated damage or destruction, the insurance provided herein shall apply only to that portion of resulting damage or destruction which shall have been caused during the policy period. All such exposure to substantially the same general conditions existing at or emanating from each premises, location or operation away from the premises, shall be deemed one occurrence.

2. Product Liability shall mean liability arising out of :

- (a) the consumption, handling or use of goods or products manufactured, sold, handled or distributed by the Insured if such consumption, handling or use occurs away from the premises of the Insured after the Insured has relinquished possession of the goods or products; or
- (b) construction installation or repair operations of the Insured for another after such operations have been completed or abandoned.

If merchandise or products from one prepared or acquired lot shall, after the Insured has relinquished possession thereof to others and away from the premises owned, rented or controlled by the Insured, produce claims by, or on account of, more than one person, all such claims proceeding from such cause shall be considered as arising out of one accident or one occurrence; and the Company's total liability for all such accidents or occurrences in any twelve month period from date of the policy shall not exceed the aggregate limits stated in AGREEMENT IV.

CONDITION B:

NOTICE:

The Insured shall give prompt notice to the Insurer or its duly authorized Agents or to Chris Steer Insurance Agency Ltd., of every occurrence which might reasonably give rise to a claim hereunder, upon its coming to its knowledge. The Insured shall give like notice with full particulars of any claim made on account of any such occurrence. If any suit or proceeding mentioned in AGREEMENT II is instituted against the Insured on account of any such occurrence, the Insured shall immediately forward to the Insurer or its duly authorized agency every notice, summons or other process served upon the Insured.

This clause shall have effect only from the time such occurrence, notice, summons or other process comes to the knowledge of an Executive Officer of the Named Insured who is employed at the Head Office of the Named Insured.

CONDITION C

CO-OPERATION:

The Insured, when requested by the Insurer, shall aid in effecting, settlements, in securing evidence and the attendance of witnesses, in defending suits and in prosecuting appeals, and shall at all times render to the Insurer all co-operation and assistance in the Insured's power. The Insured shall not voluntarily assume any liability, settle any claim or incur any expense, except at the Insured's own cost, or interfere in any negotiation for settlement or legal proceedings without the consent of the Insurer previously given in writing, but the Insured may provide, at the expense of the Insurer, such immediate medical or surgical relief as shall be necessary at the time any such injuries, sickness or disease are sustained.

CONDITION D

CANCELLATION:

This policy may be cancelled at any time by the Insured upon written notice to the Insurer or to Chris Steer Insurance Agency Ltd.

This policy may be cancelled by the Insurer upon not less than 60 days (which term shall be reduced to 15 days where cancellation is because of failure to pay the premium for this Policy in full) written notice of cancellation mailed or delivered to the Insured at the address shown in the Schedule.

If cancellation is at the Insurer's request, the Insurer shall be entitled to the earned premium computed on a pro rata basis.

If cancellation is at the Insured's request, the Insurer shall be entitled to a premium based upon the short rates for the time that the policy has been in force, determined by the standard short rate cancellation tables published by the Insurers' Advisory Organization.

The cheque of the Insurer mailed or delivered to the Insured shall be sufficient tender of any Unearned Premium, but no tender shall be required if the premium has not been paid, nor for any portion of the premium subject to adjustment on the basis of figures to be reported by the Insured.

CONDITION E

INSPECTION OF PREMISES:

The Insurer shall be permitted at all reasonable times to inspect all matters and things covered by this policy, and to examine the Insured's books and records, insofar as they relate to adjustment of any premium hereunder.

CONDITION F

SUBROGATION:

The Insurer shall be subrogated in case of any payment under this Policy, to the extent of such payment, to all rights of recovery therefore vested by law in the Insured and/or any other person claiming hereunder.

The Insured shall execute all papers required and shall co-operate with the Insurer to secure its rights under this clause.

Any release of liability effected by the Insured prior to loss hereunder shall not affect the Insured's right to protection under this policy as respects such loss.

The Insurer waives any and all rights of subrogation against any party insured under this policy either as an Insured or an Additional Insured and also against any party for whom the Insured has agreed in writing prior to loss hereunder to obtain a waiver of the Insurer's rights of subrogation under this Policy.

CONDITION G

OTHER INSURANCE:

The Insurer shall not be liable if at the time of an accident or occurrence covered by this policy there is any other insurance which would have attached if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all such other insurance has been exhausted.

CONDITION H

ASSIGNMENT:

No assignment of interest under this policy shall bind the Insurer unless the consent of the Insurer shall be endorsed hereon.

If the death, the insolvency, or the bankruptcy of the Insured shall occur during the policy period, this policy during the unexpired portion shall cover the legal representatives, successors or assigns of the Insured, provided notice shall be given to the Insurer in writing within thirty days after the date of such death, insolvency or bankruptcy.

CONDITION I

CHANGES IN
POLICY:

No erasure or change appearing in this policy as originally written and no change or waiver of any of its terms or conditions or statements shall be valid unless endorsed hereon and signed by the Insurer or by Chris Steer Insurance Agency Ltd.

CONDITION J

SPECIAL
STATUTES:

In case the Statutes of any Province in which this Insurance covers prohibit or limit any requirement of this policy, it shall read as modified thereby.

This clause shall not operate or be construed against the interest of the Insured.

CONDITION K

CROSS
LIABILITY:

Insurance afforded by this policy shall apply to any action brought against any one Insured by any other Insured or by any employee of such other Insured.

Without increasing the Insurers Limit of Liability hereunder, it is agreed that this Policy shall apply to each Insured as though a separate Policy had been issued to each Insured. Breach of conditions of the Policy by one Insured shall not affect the rights of any other Insured hereunder.

CONDITION L

ADJUSTMENT
OF PREMIUM:

- A. (i) The premium stated in the "Schedules of Hazards and Premiums" on file with the Insured and the Insurer, is an estimated deposit premium only. Adjustment of premium shall be made annually and for this purpose the premium basis and rates shown in the Declarations or in any endorsement attached hereto, shall be used in ascertaining the earned premium with respect to the specific hazards mentioned herein.

- (ii) In the case of any hazards existing and covered by this policy but not specified in the "Schedules of Hazards and Premiums" or in any endorsement, the earned premium with respect thereto shall be computed in accordance with the Company's rules, rates, rating plans and premium applicable to such hazards subject to such modification as has been applied to the said rules, rates, rating plan and premium shown in this policy.
- (iii) Subject to retention by the Company of the minimum premium provided for in the "Schedule of Hazards and Premiums" if the earned premium for this policy thus computed exceeds the Deposit Premium paid, the Insured shall pay such excess to the Company; on the other hand, if the Deposit Premium exceeds the earned premium for any one policy year the Company shall return to the Insured such excess.

B. In the "Schedules of Hazards and Premiums" on file with the Insured and the Insurer;

1. "Area" means the square footage of the buildings to be insured excluding that portion of the basement used exclusively for storage or that portion of the premises used for heating or air conditioning plant purposes.
2. "Cost of work" means the total cost of all operations performed for the Named Insured during the policy period by independent contractors, including materials used or delivered for use by whomsoever supplied, except maintenance or ordinary alterations and repairs on premises owned or rented by the Named Insured.
3. "Receipts" means the gross amount of money charged by the Named Insured for such operations as are rated on a receipts basis during the policy period.
4. "Remuneration" means the total earnings during the policy period for each owner, partner, executive officer or employee.
5. "Sales" means the gross amount of money charged for all goods and products sold and distributed by the Named Insured or by others trading under his name during the policy period.
6. "Payroll" means the total earnings during the Policy period for each owner, partner, executive officer or employee who is actively engaged in the business of the Insured.

CONDITION M

CONTRACTUAL
LIABILITY:

The term "Agreement" as used in this policy shall mean:

- (i) A statutory warranty of goods or products, or, if in writing, an easement agreement, agreement required by municipal by-law, railway sidetrack agreement, or elevator or escalator maintenance agreement, lease or management agreement, offer to lease or offer to purchase.

- (ii) Any other written contract or written agreement, but it is agreed that details of any such contract or agreement where liability is assumed, together with copies of the relevant contractual liability clauses, shall be supplied to the Insurer as soon as possible, for adjustment of premium if warranted, but failure of the Insured to file such copy shall not invalidate this insurance.

CONDITION N

The Insurer having authorized Chris Steer Insurance Agency Ltd. to issue and sign this policy on the Insurer's behalf agrees that the language of this policy is the Insurer's language and shall have the same force and effect as though signed by an authorized officer or employee of the Insurer.

ENDORSEMENT NO. 1

PERSONAL INJURY COVERAGE

In consideration of the premium specified in the Schedule, it is agreed that insurance afforded by Agreement 1A of the policy applies subject to the following provisions:

1. The term "bodily injury" wherever used shall include personal injury arising out of the following hazards:
 - (i) false arrest, malicious prosecution, wilful detention or imprisonment;
 - (ii) libel, slander or defamation of character;
 - (iii) invasion of privacy, wrongful eviction or wrongful entry;
 - (iv) discrimination on grounds of race, religion, or sex.
2. The Insurance provided by this endorsement does not apply:
 - (i) to injury caused by the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of an Insured;
 - (ii) to acts committed in connection with advertising, broadcasting or telecasting by or in the interest of the Named Insured.

The exclusions set forth in AGREEMENT VII of the Policy do not apply to this endorsement.

- (a) The Limit of Liability stated below as applicable to "each person" is the limit of the Insurer's liability hereunder for all damage on account of injury sustained by one person or organization, and,
- (b) The Limit of Liability stated below as "aggregate" is, subject to the above provision respecting each person, the total limit of the Insurer's liability hereunder for all damages in any twelve month period dating from the inception date of this policy. The foregoing limits apply to all damages covered by this endorsement whether or not the absence thereof, and the limits stated in the policy do not apply to such damages.

Limit of Liability: \$	each person
\$	each aggregate

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the Policy shall have full force and effect.

ENDORSEMENT NO. 2

NON-OWNED AUTOMOBILE LIABILITY

1. In consideration of the premium shown in the policy, this policy is extended to indemnify the Insured against all liability imposed by law upon them or assumed under any written agreement for loss or damage arising from the use or operation (within Canada or United States of America or upon a vessel plying between ports within those countries) of any automobile not owned in whole or in part nor registered in the name of the Insured excluding, however, liability which arises from the use or operation of any automobile while driven by the Insured if the Insured is an individual and resulting from:
 - A. Bodily Injury to or death of any person, provided always that the Insurer shall not be liable.
 - (i) for any liability imposed upon the Insured by a Workmen's Compensation statute, nor
 - (ii) for any amount in excess of the limits expressed in AGREEMENT IV of the policy and expenditures provided for in AGREEMENT II (c).
 - B. Damage to Property of others, provided always that the Insurer shall not be liable:
 - (i) for loss of or damage to property carried in or upon such automobile or to any property owned by, or in the care, custody or control of the Insured or any employee of the Insured while such employee is engaged in the business of the Insured, nor
 - (ii) for any amount in excess of the limit expressed in AGREEMENT IV and expenditures provided for in AGREEMENT II (c).

2. ADDITIONAL INSURED:

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of and in the business of the Insured, personally drives any automobile not owned in whole or in part by nor registered in the name of:

- (a) the Insured;
- (b) such additional Insured person;
- (c) any person in the household of which the Insured or such additional Insured person is a member.

3. NON-BUSINESS USE:

The Insurer further agrees to indemnify said partner, officer or employee of the Insured who, with the consent of the Insured, personally drives any automobile hired or leased in the name of the Insured except any automobile owned in whole or in part or registered in the name of such partner, officer or employees.

4. OTHER INSURANCE:

Insurance under a valid Third Party Liability policy issued to the owner of an automobile shall, as respects the liability arising from the ownership, use or operation of the automobile specifically described in the Policy, be a first loss insurance and insurance attaching under this endorsement shall be excess insurance only.

STATUTORY CONDITIONS

MATERIAL CHANGE
IN RISK

1. The Insured shall promptly notify the Insurer or its local agent, in writing, of any change in the risk material to the contract and within their knowledge.

PROHIBITED USE

2. The Insured shall not permit, suffer or connive at the use or operation of an automobile the use or operation of which is the subject of this insurance.

INTOXICATION

- (i) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or

AUTHORIZED
DRIVER

- (ii) by any person who is not for the time being qualified and authorized by law to drive or operate the automobile or in case the law does not prescribe any qualifications or authority, by any person under the age of sixteen years; or

PROHIBITED
TRADE

- (iii) for any illicit or prohibited trade or transportation; or

RACING

- (iv) in any race or speed test; or

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

ENDORSEMENT NO. 3

GARAGE & PARKING LOT OPERATIONS

It is understood and agreed only insofar as Storage or Repair Garage or Parking Lot Operations carried on by the Insured are concerned, the following amendments are made to this Policy:

(a) Agreement VII (A) is amended by addition of the following exclusion:

6. the repair, maintenance, service of, or installation work in or on any aircraft, or watercraft over 35 feet in length.

(b) Agreement VII B (5) is amended to read:

goods or products (in the case of an automobile only meaning the component part or accessory thereof) manufactured, sold, handled or distributed by the Insured out of which the occurrence arises.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

ENDORSEMENT NO. 4

Schedule A - Schedule of Additional Insureds

(As Provided In Agreement III (b))

ENDORSEMENT NO. 5

ELEVATOR COLLISION INSURANCE

This Policy is hereby extended to insure against loss of or damage to an elevator car, hoist, conveyor, property owned, leased, occupied or used by or in the care, custody or control of the Insured, caused by accidental collision of the elevator car or any such property carried thereon with another object.

This Endorsement does not insure against:

- (i) loss of use in respect of property owned by the Insured;
- (ii) any loss resulting directly or indirectly from the breaking, burning out or disrupting of any electrical machine nor located within the elevator car;
- (iii) loss or damage by fire, however caused.

The Insurers liability under this Endorsement shall not exceed \$25,000. in any one occurrence or series of occurrences arising from the same cause.