



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 234-77

A By-law to authorize the execution of Contract No. 77-170 with Armbro Materials and Construction Limited.
(Construction of Road, Bridge and Channel Works at Elgin Drive and McLaughlin Rd. S)

WHEREAS it is deemed expedient to enter into and execute Contract No. 77-170 with Armbro Materials & Construction 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. 77-170 with Armbro Materials & Construction 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. 77-170 attached hereto as Schedule "A" with Armbro Materials & Construction Limited.

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 12th day of September, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 12th day of September, 1977

BETWEEN:

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

-AND-

Ambro Materials & Construction Ltd.
(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:

Elgin Drive Bridge

(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:

**Armbro Materials &
Construction Ltd.
P.O. Box 1000
Brampton, Ontario
L6V 2L9**

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.

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS

OCCUPATION

Armbro Materials & Construction Ltd.


R. A. Lowndes, Vice-President

CORPORATION OF THE CITY OF
BRAMPTON


MAYOR


CLERK

SUMMARY OF CONTRACT

CONTRACT 1-1618

PART 1 - ROAD CONSTRUCTION	\$ <u>22,471.45</u>
PART 2 - BRIDGE CONSTRUCTION	\$ <u>91,057.50</u>
PART 3 - CHANNEL REALIGNMENT	\$ <u>77,839.00</u>
PART 4 - MCLAUGHLIN ROAD SOUTH RECONSTRUCTION	\$ <u>20,572.50</u>
TOTAL FOR CONTRACT	\$ <u>211,940.45</u>

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER
-----CONTRACT NO. 77-170THIS TENDER SUBMITTED BY: ARMBRO MATERIALS & CONSTRUCTION LTD.ADDRESS: P.O. Box 1000, Brampton, Ontario. L6V 2L9TELEPHONE NUMBER: 451-0690TO THE MAYOR & COUNCIL OF THE CORPORATION OF THE CITY OF BRAMPTON:

X/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.

X/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.

X/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 City Engineer, 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 therefore the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Schedule of Quantities and Unit Prices attached hereto:-

X/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.

....2.. /

X/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.

X/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 ninety (90) 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.

X/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.

X/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 X/We agree to furnish the required contract bound, in the form attached hereto, insurance certificate and Workmen's Compensation Board Letter, and properly sign the contract documents in quadruplicate within ten (10) days after being notified so to do. In the event of default of failure on our part so to do, X/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by ~~X/We~~/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 X/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 any 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 ~~X/We~~/Our part.

X/We propose TRAVELERS INDEMNITY COMPANY OF CANADA

A company which is willing to become bound with ~~X/We~~/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 sixty (60) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation one hundred dollares (\$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 \$ 10,000.00

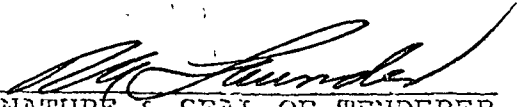
----- Ten Thousand -----xx/100

is enclosed. Dated at Brampton, Ontario.

this 5th day of June 1977.

ARMBRO MATERIALS & CONSTRUCTION LTD.

By:



SIGNATURE & SEAL OF TENDERER

R. A. Lowndes
Vice-President

SIGNATURE OF WITNESS

FORM OF TENDER

SCHEDULE OF UNIT PRICES

SCHEDULE OF UNIT PRICESCONTRACT 1-1618PART 1 - ROAD CONSTRUCTION

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	<u>CLEARING, GRUBBING & BRUSHING</u> Clear fences, trees, stumps, shrubs, debris etc., from all road allowance and dispose of the material off the site			Lump Sum	1,150.00
2.	<u>TOP SOIL</u> - Removal of topsoil on all road allowances and stockpiled on site as set out by the Engineer (pay quantity)	200	Cu. Yds	1.15	230.00
3.	<u>ROAD EXCAVATION</u> - Excavation of road way to proposed sub-grade and boulevard elevations (pay Quantity)	52	Cu. Yds.	2.30	119.60
4.	<u>ROAD FILLING</u> - Place and compact fill material over areas required to provide proper subgrade and boulevard elevations (pay quantity)	820	Cu. Yds.	0.50	410.00
5.	Fine grading of road and boulevard	195	Lin. Ft.	2.75	536.25
6.	Provide, lay and compact in 3" layers a base course of granular "B" material to a final compacted thickness of 12"	695	Sq. Yds.	2.40	1,668.00
7.	Provide, lay and compact in 3" layers a base course of granular "A" material to a final compacted thickness of 6"	695	Sq. Yds.	1.35	938.25

FORM OF TENDERSCHEDULE OF UNIT PRICESCONTRACT 1-1518PART I - ROAD CONSTRUCTION - Cont'd

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
8.	Provide, lay and compact hot mix HL 6 to a final thickness of 2"	695	Sq. Yds.	2.15	1,494.25
9.	Supply, place, and compact hot mix, hot laid HL3, 1½" thick including cleaning and preparation of base course as per specifications, raising manhole and catchbasin frame and cover to final course asphalt.	1075	Sq. Yds.	1.35	1,451.25
10.	Construct poured concrete standard curb and gutter as per drawings and specifications including expansion joints, reinforcement and compaction of subgrade	294	Lin. Ft.	8.00	2,352.00
11.	Construct 5' wide 5" thick concrete sidewalk, including expansion joints, finishings, polyethylene sheeting, sealing and compaction of granular base	1580	Sq. Ft.	2.10	3,318.00
12.	Remove existing double catchbasin	1	Each	115.00	115.00
13.	Remove existing pavement and dispose of the material off the side.	137	Sq. Yds.	1.15	157.55
14.	Remove existing curb and gutter and dispose of the material off the site.	192	Lin. Ft.	0.90	172.80

FORM OF TENDERSCHEDULE OF UNIT PRICESCONTRACT 1-1618PART 1 - ROAD CONSTRUCTION CONT'D

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
15.	Adjust existing valve & box and manholes tops to suit the new grades		Lump Sum		950.00
16.	Extend existing 36"Ø c.m.p. to culvert complete, price to include Wall grating as per STD. DWG. #335	85	Lin. Ft.	28.00	2,380.00
17.	Singl road catchbasins, complete, including concrete base, lead, crushed stone around weepholes, bricks frame and grate	2	Each	29.00	58.00
18.	Double road catchbasins complete, including concrete base, lead, crushed stone around weepholes, bricks, frame and grate	2	Each	1,100.00	2,200.00
19.	Asphalt patching of existing pavement as per drawing #1		Lump Sum		230.00
20.	Supply and erect sign complete				
	a) Stop sign	1	Each	95.00	95.00
	b) Street Name Sign	2	Each	115.00	230.00
21.	Sodding and topsoiling on boulevard as per specification	126	Sq. Yds.	1.75	220.50
22.	Remove existing guardrail	100	Lin. Ft.	0.60	60.00
23.	Supply asphalt cement (Prov.)	13	Tons	95.00	1,235.00
24.	Replace soft spots in road subgrade with 2" crusher run limestone, to include removal of material and disposing (provisional item)	50	Cu. Yds.	10.50	525.00
25.	Supply and compact Granular 'C' material for roadway embankment (provisional item)	50	Tons	3.50	175.00

FORM OF TENDERSCHEDULE OF UNIT PRICESCONTRACT 1-1618PART 2 - BRIDGE CONSTRUCTION

Provide all labour and materials required to construct the following works as per drawings and specifications including all form works and disposal of excess material on the site.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Excavation for bridge including footings, cut-off walls and disposal (pay quantity)	600	Cu. Yds.	3.15	1,890.00
2.	Reinforced concrete for triple-box culvert, retaining walls and approach slabs	385	Cu. Yds.	195.00	75,075.00
3.	Membrane waterproofing for bridge deck	203	Sq. Yds.	4.75	964.25
4.	Standard aluminum railing complete, as per STD. DWG. #409	170	Lin. Ft.	30.00	5,100.00
5.	2"Ø PVC exterior wall drain including crushed stone around weep hole	12	Each	12.00	144.00
6.	2" Ø PVC interior wall drains	8	Each	7.00	56.00
7.	Supply and install 4" Ø PVC duct in bridge structure complete, as per drawing and specifications	472	Lin. Ft.	1.15	542.80
8.	Supply and install light fixtures complete, including all 2" Ø PVC ducts, junction boxes, hand holes and wiring to these fixtures as per drawings and specifications		Lump Sum		1,750.00

FORM OF TENDER

SCHEDULE OF UNIT PRICES

CONTRACT 1-1618

PART 2 - BRIDGE CONSTRUCTION CONT'D

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9.	Granular backfill behind abutments and retaining walls including compaction	560	Tons	6.00	3,360.00
10.	Steel bent plate and galvanized anchors complete as per DWG #4		Lump Sum		350.00
11.	2 MIL polyethylene moisture vapour barriers	173	Sq. Yds.	0.05	8.65
12.	Supply and install waterstops		Lump Sum		250.00
13.	Construct 5" thick concrete floating slab including expansion joints and compaction of granular base	516	Sq. Ft.	2.30	1,186.80
14.	Replace soft spots below footings and culvert with compacted 3/4" or 2" crushed limestone (Provisional Item)	40	Tons	9.50	380.00

TOTAL PART 2 - BRIDGE CONSTRUCTION

91,057.50
\$

FORM OF TENDER
SCHEDULE OF UNIT PRICES
CONTRACT 1-1618

PART 3 - CHANNEL REALIGNMENT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Channel excavation in- including low flow channel and disposal of excavated materials on the site	4260	Cu. Yds.	1.35	5,751.00 ✓
2.	Fine grading of the channel		Lump Sum		330.00 ✓
3.	Supply and install 24" Ø CMP	105	Lin. Ft.	18.00	1,890.00 ✓
4.	Supply and construct gabion works complete, as per draw- ings and specifications	1,333	Cu. Yds.	46.00	61,318.00
5.	Rough grade dumping areas to the satisfaction of the Engineer		Lump Sum		500.00
6.	Construct silt traps prior to the bridge construction and remove at end of con- struction	2	Each	150.00	300.00 ✓
7.	Topsoiling and sodding for channel and disturbed area with number 1 Nursery Sod	6,200	Sq. Yds.	1.25	7,750.00 ✓
TOTAL PART 3- CHANNEL REALIGNMENT					77,839.00 ✓ \$ _____

FORM OF TENDER
SCHEDULE OF UNIT PRICES
CONTRACT 1-1618

PART 4 - McLaughlin Road South Reconstruction

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT PRICE
1.	Road Filling- Supply, place and compact approved fill material over areas required to provide proper subgrade (pay quantity)	450	Cu. Yds.	1.15	517.50
2.	Final grading of road	600	Lin. Ft.	2.75	1,650.00
3.	Provide, lay and compact in 3" layers a base course of granular "B" material to a final compacted thickness of 12"	2400	Sq. Yds.	2.35	5,640.00
4.	Provide, lay and compact in 3" layers a base course of granular "A" material to a final compacted thickness of 6"	2400	Sq. Yds.	1.35	3,240.00
5.	Provide lay and compact hot mix HL 6 to a final thickness of 2"	1600	Sq. Yds.	2.20	3,520.00
6.	Supply, place and compact hot mix, hot laid HL 3, 1½" thick including cleaning and preparation of base course as per specifications, raising manhole and catchbasin frame and cover to final course asphalt	1600	Sq. Yds.	1.35	2,160.00
7.	Adjust existing valve chambers	2	Each	60.00	120.00
8.	Sodding and topsoiling on boulevard and disturbed areas as per specifications	300	Sq. Yds.	1.75	525.00
9.	Supply & place 3' x 3' gabions for slope stabilization	10	Cu. Yds.	70.00	700.00
10.	Ex. Fence line to be relocated	100	Lin. Ft.	6.00	600.00
11.	Supply, asphalt cement (Prov.)	20	Tons	95.00	1,900.00

TOTAL PART 4 - McLAUGHLIN ROADS

\$ 20,572.50

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 Armbro Materials & Construction Ltd.
(CONTRACTOR)

Whose Address is P.O. Box 1000, Brampton, Ontario, L6V 2L9

has comprehensive liability insurance in this Company under Policy
No. 3L 4595 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 January 1, 1978

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

With respect to Contract No. 77-170 for the Construction of
Elgin Drive Bridge

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

DATE: September 12, 1977

COUNTERSIGNED: _____

The Canadian Indemnity Company
[Signature]
AGENCY OF THE CORPORATION

PERFORMANCE AND MAINTENANCE BOND

Bond No. YY 193 9357

Contract 77-170

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Armbro Materials &
(The Contractor)

Construction Ltd.

hereinafter called "The Principal", and

TRAVELERS INDEMNITY 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 \$ 211,940.45 of lawful money of Canada to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bid ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED WITH OUR RESPECTIVE SEALS and dated this

12th day of September, 19 77.

Whereas by an Agreement in writing dated the 12th day of September 19 77, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of Elgin Drive

Bridge

(Description of Works)

as in the contract provided, which contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now therefore the condition of this obligation is such that if the Principal shall at all times duly perform and observe the contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the contract and shall fully reimburse and repay the Obligee for all outlay, expense liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided always and it is hereby agreed and declared that the Obligee and Principal have the right to change, alter, and vary the terms of the contract and that the Obligee may in its discretion at any time or times take and receive from the Principal, any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by an such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works

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

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

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

ARMBRO MATERIALS & CONSTRUCTION LTD.

[Signature] (Seal)

Principal signs here and seal where applicable

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

Witness signs here

TRAVELERS INDEMNITY COMPANY OF CANADA

[Signature] (Seal)

Surety Company Officer signs here with seal

B. Edmunds, Attorney-in-Fact.

PASSED September 12 19 77



BY-LAW

No. _____

A By-law to authorize the execution
of Contract No. 77-170 with Ambro
Materials & Construction Limited.
(Construction of Road, Bridge,
and Channel Works at Elgin Drive
and McLaughlin Road South)