



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 257-77

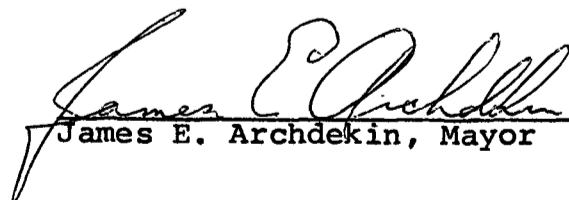
A By-law to authorize the execution  
of Contract No. 77-125 with Inverleigh  
Construction Limited.  
(CONSTRUCTION OF SANDALWOOD PARKWAY  
BRIDGE, ETOBICOKE CREEK)

WHEREAS it is deemed expedient to enter into and execute  
Contract No. 77-125 with Inverleigh 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. 77-125 with Inverleigh 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. 77-125, attached hereto as Schedule "A", with  
Inverleigh Construction Limited, subject to receipt  
of approval of the Ministry of Transportation and  
Communications.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 26th day of September, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19

BETWEEN:

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

7

-AND-

**Inverleigh Construction 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:

~~Construction of Sandalwood Parkway Bridge - Etobicoke Creek~~

(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:

**Inverleigh Construction Limited  
760 Main Street, East  
Milton, Ontario**

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.

*[Signature]*  
ESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS Milton, Ont.

OCCUPATION Asst. Mgr.

*Peter Schmidt*

**Inverleigh Construction Limited**

CORPORATION OF THE CITY OF  
BRAMPTON

*James E. Richardson*  
MAYOR

*Kenneth Richardson*  
CLERK

SANDALWOOD PARKWAY  
 ETOBICOKE CREEK BRIDGE  
 CITY OF BRAMPTON

TENDER FORM - SCHEDULE OF UNIT PRICES

Bridge Work

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST QUANT.	UNIT PRICE BID	AMOUNT BID
1.		Field Office for Engineer	L.S.			600 <sup>00</sup>
2.	MTC 902	Structural Excavation	C.Y.	2070	3 <sup>00</sup>	6,210 <sup>00</sup> ✓
3.		Dewatering	L.S.			20,400 <sup>00</sup> ✓
4.	MTC 904	Concrete in Working Slabs (3000 p.s.i.)	C.Y.	64	51 <sup>60</sup>	3,302 <sup>40</sup> ✓
5.	MTC 904	Concrete in Foundations (4000 p.s.i.)	C.Y.	750	51 <sup>60</sup>	38,700 <sup>00</sup> ✓
6.	MTC 905	Reinforcement in Foundations	LBS.	87,000	.21 <sup>4</sup>	18,270 <sup>00</sup> ✓
7.	MTC 904	Concrete in Wing-Walls & Abutments incl. Joints & Waterstop. (4000 p.s.i.)	C.Y.	550	93 <sup>60</sup>	51,480 <sup>00</sup> ✓
8.	MTC 905	Reinforcement in Abutments & Wing-Walls	LBS.	51,000	.21 <sup>4</sup>	10,710 <sup>00</sup> ✓
9.		Damproofing of Abutments and Wing-Walls	S.F.	7,210	.20 <sup>4</sup>	1,442 <sup>00</sup> ✓
10.	MTC 1202	Supply & Place Elastomeric Bearing Pads Including Sealant	LIN.F	144	7 <sup>35</sup>	1,058 <sup>40</sup> ✓
11.		Supply & Place Precast Prestressed Class S V Bridge Units incl. Tie Rods & Grout	EA.	18	3,250 <sup>00</sup>	58,500 <sup>00</sup> ✓

SANDALWOOD PARKWAY  
 ETOBICOKE CREEK BRIDGE  
 CITY OF BRAMPTON

TENDER FORM - SCHEDULE OF UNIT PRICES

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE BID	AMOUNT BID
12.		Supply & Place Anchor Dowels Including Fixing to precast units	EA.	24	9 <sup>00</sup>	216 <sup>00</sup>
13.	MTC 904	Concrete in Deck Topping (4000 p.s.i.)	C.Y.	52	112 <sup>80</sup>	5865 <sup>60</sup>
14.	MTC 905	Welded Wire Fabric in Deck Topping	S.F.	4,000	120 <sup>4</sup>	800 <sup>00</sup>
15.	MTC 904	Concrete in Approach Slabs Including Median (4000 p.s.i.)	C.Y.	81	66 <sup>00</sup>	5,346 <sup>00</sup>
16.	MTC 905	Reinforcement in Approach Slabs	LBS.	12,000.	121 <sup>4</sup>	2,520 <sup>00</sup>
17.	MTC 904	Concrete in Bridge Median & Sidewalks & Bridge & Wing-Wall Parapets & End Wall(4000 p.s.i.)	C.Y.	105	186 <sup>00</sup>	19,530 <sup>00</sup>
18.	MTC 905	Reinforcement in Above	LBS.	6,300	121 <sup>4</sup>	1,323 <sup>00</sup>
19.		Supply & Place 3" Diam. PVC Ducts in Bridge & Abutment Sidewalks Incl. Fittings & Expansion Joints(to Hydro Requirements)	L.F	1060	24 <sup>0</sup>	2,544 <sup>00</sup>
20.		Supply & Place Joint Material in Fixed Abutment; Incl. Parapet & Approach Slab	L.F	76	121	91 <sup>96</sup>
21.		As Above for Free Abutment	L.F	76	121	91 <sup>96</sup>

SANDALWOOD PARKWAY  
 ETOBICOKE CREEK BRIDGE  
 CITY OF BRAMPTON

TENDER FORM - SCHEDULE OF UNIT PRICES

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANTY	UNIT PRICE BID	AMOUNT BID
22.		Supply & Place Joint Material Between Wing Wall & Abutment Incl. Parapet	L.F	112	152 <sup>-</sup>	170 <sup>24</sup> <sup>-</sup>
23.	METRO MT754	3 Ply Waterproof Membrane for Deck Gutters	L.F	105	142 <sup>-</sup>	149 <sup>10</sup>
24.	METRO MT750	Waterproofing of Deck & Approach Slab	S.Y.	540	294 <sup>-</sup>	1,587 <sup>60</sup>
25.		Supply & Install Aluminum Bridge Railing	L.F	236	218 <sup>00</sup>	5144 <sup>80</sup>
26.		Electrical Work	Lump Sum			4,200 <sup>00</sup>
27.	MTC 314, 1010	Supply & Place Gran. 'B' Backfill to Bridge	C.Y.	600	588 <sup>-</sup>	3,528 <sup>00</sup>
28.	MTC 314, 1010	Supply & Place Gran. 'A' Under Approach Slab	C.Y.	50	683 <sup>-</sup>	341 <sup>50</sup>
29.	MTC 310	Base Course Asphalt H.L. 6	Ton	65	26 <sup>25</sup> <sup>-</sup>	1,706 <sup>25</sup>
30.	MTC 214	Earth Fill Embankment Compacted in Place	C.Y.	15,000	189 <sup>-</sup>	28,350 <sup>00</sup>
31.	MTC 201 204	Clearing & Grubbing Right of Way	L.S.			1,200 <sup>00</sup>
32.		Stripping & Stockpiling Topsoil	C.Y.	100	420 <sup>-</sup>	420 <sup>00</sup>



SANDALWOOD PARKWAY  
 ETOBICOKE CREEK BRIDGE  
 CITY OF BRAMPTON

TENDER FORM - SCHEDULE OF UNIT PRICES

River Works and Drainage

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE BID	AMOUNT BID
33.		Earth Excavation for New Channel	L.F.	850	210	1,785 <sup>00</sup>
34.		Earth Excavation (Conc. Channel, Section)	C.Y.	390	300	1,170 <sup>00</sup>
35.		Dewatering	Lump Sum			1,200 <sup>00</sup>
36.		Supply & Place 8" Diam. Perforated 'Helcor' Pipe or Equal to Bridge Abutments	L.F.	314	6 <sup>00</sup>	1,884 <sup>00</sup>
37.		Supply & Place 18" Diam. 3/4" Concrete Aggregate Around 'Helcor' Pipe	C.Y.	15	1080	162 <sup>00</sup>
38.		Supply & Place 8" Diam. Perforated Concrete Pipe Under Concrete Channel Section	L.F.	130	6 <sup>00</sup>	780 <sup>00</sup>
39.	MTC 904	Concrete in Lined Channel & Headwalls Incl. Joints (3000 p.s.i.)	C.Y.	36	10920	3,931 <sup>20</sup>
40.	MTC 904	Concrete in Sidewalks Slopes & Aprons Incl. Joints (3000 p.s.i.)	C.Y.	92	120 <sup>00</sup>	11,040 <sup>00</sup>
41.	MTC 905	Welded Wire Fabric in Lined Channel, Headwalls, Sidewalks & Aprons	S.F.	6840	20 <sup>00</sup>	1,368 <sup>00</sup>

SANDALWOOD PARKWAY  
 ETOBICOKE CREEK BRIDGE  
 CITY OF BRAMPTON

TENDER FORM - SCHEDULE OF UNIT PRICES

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE BID	AMOUNT BID
42.	MTC 314 1010	Supply & Place Granular 'A' under Concrete & around Pipes	C.Y.	135	10 <sup>80</sup>	1,458 <sup>00</sup>
43.		Earth fill, compacted in place, Concrete Channel, Slope Sections	C.Y.	390	3 <sup>00</sup>	1,170 <sup>00</sup>
Total amount of Bid						321,747 <sup>01</sup>
Contingency						<u>\$10,000.00</u>
TOTAL AMOUNT OF TENDER						<u><u>331,747<sup>01</sup></u></u>



LIST OF UNIT PRICES

Complete the following list of Work Completed Unit Prices. They shall include all materials, equipment, labour and Contractor's mark-up, for overhead and profit. These prices shall form a basis for computing the cost of any additions or deductions from the contract.

	<u>Unit</u>	<u>Additions</u>	<u>Deductions</u>
1. Excavation of Materials (incl. shoring and de-watering)	Cu. Yd.	\$ <u>3<sup>00</sup></u>	\$ <u>2<sup>50</sup></u>
2. Concrete in Foundations, (incl. forms)	Cu. Yd.	\$ <u>51<sup>60</sup></u>	\$ <u>45<sup>00</sup></u>
3. Concrete in Structure (incl. forms)	Cu. Yd.	\$ <u>93<sup>60</sup></u>	\$ <u>80<sup>00</sup></u>
4. Reinforcing Steel in place	Lb.	\$ <u>.21<sup>4</sup></u>	\$ <u>18<sup>4</sup></u>
5. Granular B compacted in place	Ton	\$ <u>5<sup>88</sup></u>	\$ <u>5<sup>00</sup></u>
6. Granular A compacted in place	Ton	\$ <u>7<sup>00</sup></u>	\$ <u>6<sup>00</sup></u>
7. Paving H.L.6 in place	Ton	\$ <u>26<sup>25</sup></u>	\$ <u>20<sup>00</sup></u>
8. Bushhammering Concrete (Add. No.1.)	Lump Sum	\$ <u>5,000<sup>00</sup></u>	\$ <u><del>5,000</del> 1,000<sup>00</sup></u> P.S.

SECTION NO. 1

1. Exposed Vertical Surfaces

All exposed vertical surfaces of Abutments, wingwalls and parapets, shall be sand-blasted. The cost of this work will be included in the unit price bid for concrete in place.

An alternative treatment of exposed vertical surfaces may be bushhammering. Sample areas will be prepared for use by the Engineer to decide which method will be adopted. The Contractor will indicate the additional cost or credit if a change is required.

2. Weeper Drains

2B-15 Supply and Place 6" diam. perforated "Helcor" pipe or equal (Item 36) and 6" diam. perforated concrete pipe (Item 38) in lieu of bituminous fibre pipe.

3. Date

The contractor will countersink the year "1977" on two diagonally opposite end walls. Approximate size 24 in. X 9 in. Layout to be approved by the Engineer.

The cost of this work will be included in the unit price bid for Concrete in Bridge End Walls. (Item 17)

ADDENDUM NO. 2

1. Maintenance

A maintenance period will be for one year from date of issuance of Certificate of Substantial Completion by the Engineer. The contractor will be required to furnish a 50% Maintenance Bond. The cost of this Bond will be included in the unit prices quoted.

SANDYWOOD PARKWAY  
LEOBECOCKE CREEK BRIDGE  
CITY OF BRAMPTON

ADDENDUM NO. 1

1. Drawing S6, Plan of Stream Diversion Details

Delete: "Corrugated Profile as in Det. D/S3".

Concrete Surface will be as indicated in Specifications Division 2, Section 3, 3A-23.

2. Drawing S5; Sections



Parapet and cantilever section will have concrete surface as indicated in Specifications, Division 2, Section 3, 3A-22, Sand blasted;(not corrugated).

3. Schedule of Unit Prices

Item 2 - Structural Excavation

The quantity for payments is measured from the underside of the Concrete Working Slab to the existing grade elevation to the neat lines of the foundations and footings.

4. Specifications - Division 1  
Section 1A - Instructions to Tenderers

Add Item 12:

Deposit Cheque

A certified cheque made payable to the City of Brampton in the amount of 5% of the tender amount shall accompany each tender. A Bid Bond is not acceptable.

The Tender Deposit of the successful Bidder shall be forfeited by him should he fail to execute the agreement and provide satisfactory bonds and Insurance Policy as required, within seven (7) days not including Sunday or a legal holiday, after mailing of written notice by the Owner to the Bidder at his business address, stated in his Tender, of the award of the Contract to him.

Certified cheques will be returned upon award of contract.

TENDER FORM

NOTE: The Tenderer's name and address must be inserted here, and in case of firms, the name and address of each and every member of the firm must be inserted.

TO: City of Brampton  
ADDRESS: 24 Queen St. E., Brampton, Ont

hereinafter called the "OWNER"

TENDERED BY \_\_\_\_\_

RESIDING AT (OR PLACE OF BUSINESS) \_\_\_\_\_

\_\_\_\_\_

COMPRISING THE FIRM OF \_\_\_\_\_

OR INVERLEIGH CONSTRUCTION LTD

a Company duly Incorporated under the laws of ONTARIO.

\_\_\_\_\_

and having it's Head Office at MILTON, ONT.

Hereinafter called the "TENDERER"

THE TENDERER HEREBY REPRESENTS THAT:

1. No person, Firm or Corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made and to which it relates.
2. This Tender is made by the Tenderer without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Tender for the same work; and is in all respects fair and without collusion or fraud.

3. No Officer or employee of the Owner or Engineer is, will be, or has become interested, directly or indirectly, as a Contracting party, partner, stockholder, surety, or otherwise howsoever, in or in the performance of the said Contract, or in the supplies, work or business in connection with the said Contract or in any portion of the profits thereof, or of any supplies to be used therein or in any of the monies to be derived therefrom.

4. The Tenderer has carefully examined the site of the proposed work and the Plans, Drawings, Profiles, Form of Tender, Information for Tenderers, Specifications, General Conditions, Statutory Declarations, Agreement and Bond attached hereto, all of which the Tenderer hereby accepts this Tender as fully and completely to all intents and purpose as though all stipulations and contents thereof had been embodied herein.

5. HAVING CAREFULLY EXAMINED the Contract Documents herein referred to for the construction of SANDALWOOD  
Road, Etobicoke Creek Bridge  
as shown in the Drawings forming a part of the aforesaid Contract documents and also the site of the work, the nature of the sub-surface materials, and conditions and having made such borings and tests of the ground and other tests as the Tenderer has seen fit, the undersigned hereby offers to furnish all machinery, tools, apparatus, materials, plant and labour necessary for the proper completion of the entire work described in the said Contract Documents (including all prime costs, allowances and government sales or other taxes whether existing or imposed subsequent to this date) in accordance with the above mentioned documents for the lump sum of Three Hundred + Thirty One Thousand Seven Hundred + Forty Seven  
0110000331,747 21  
in lawful money of Canada, which said sum is calculated according to the Unit Prices in the Bill of Quantities and for the works as they apply.



6. The undersigned Tenderer understands and agrees that the Owner may, without invalidating the Contract, make changes by altering, adding to, or deducting from the work and specifically agrees that the value of the work actually done shall be based upon the Unit Price per item set out in the Bill of Quantities, and where not covered by the prices in the Bill of Quantities, in accordance with the Schedule of Prices (extra work) hereinafter set out. Where the value of such change in work cannot be calculated on the basis of either of the aforesaid schedules, then the value shall be calculated upon the basis of Unit Prices to be agreed by the Contractor and the Owner.

INVERLEIGH CONSTRUCTION LTD.

Name of Contractor

Peter Arnold

Signature of Signing Officer

President

Title

WITNESS

SEAL

FORM OF TENDER

DOMINION OF CANADA  
COUNTY OF

( IN THE MATTER OF a Proposed Contract  
( for the construction of: Sandalwood  
( Pkwy, Etobicoke Creek  
( Bridge

TO WIT:

DO SOLEMNLY DECLARE that the several

matters stated in the foregoing Tender are in all respects true.

And . . . . I/We . . . . make this solemn declaration conscientiously believing it to  
be true and knowing that it is of the same force and effect as if made under oath  
and by virtue of "The Canada Evidence Act".

SEVERALLY DECLARED before me at )  
the . . . TOWN . . . . . )  
of . . . MILTON . . . . . )  
in the County of . HALTON . . . . . )  
this . SEVENTEENTH day of )  
. . . AUGUST . . . . . 1977 )

*Peter Schmidt*

*John Leo Lehman*

JOHN LEO LEHMAN, a Commissioner, etc.,  
Judicial District of Halton, Ontario  
Construction Limited.  
Expires June 14, 1988.

A Commissioner, etc. (or  
Notary Public)

Persons tendering are required to fill in all blanks. Should any uncertainty  
arise as to the proper manner of doing so, requisite information will, upon  
request, be given by the Engineer. All blanks must be legibly and properly  
filled in or the Tender may be declared "INFORMAL".

PERFORMANCE AND MAINTENANCE BOND

Bond No. 110 913

Contract 77-125

Account \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we Inverleigh Construction  
(The Contractor)

Limited

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 \$ 331,747.01 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

30th of August, 19 77.

Whereas by an Agreement in writing dated the 30th day of August 19 77, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of construction of Sandalwood Parkway Bridge - Etobicoke Creek  
(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.

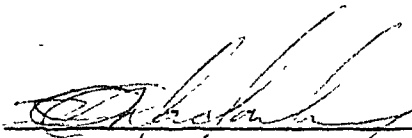
Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by an such changes, alterations, or variations, taking or receiving of security, or extension of 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

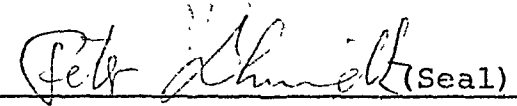
to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

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

  
\_\_\_\_\_  
Principal signs here and seal where applicable

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

\_\_\_\_\_  
Witness signs here

THE GUARANTEE COMPANY OF NORTH AMERICA

  
\_\_\_\_\_  
M. Scott, Attorney-in-Fact(Seal)  
Surety Company Officer signs here with seal

CERTIFICATE OF LIABILITY INSURANCE

ALLSTATE INSURANCE COMPANY OF CANADA  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT Inverleigh Construction Limited  
(CONTRACTOR)

Whose Address is 760 Main Street, East, Milton, Ontario

has comprehensive liability insurance in this Company under Policy  
No. 56602868 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 August 30, 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. 77-125 for the Construction of  
Construction of Sandalwood Parkway Bridge - Etobicoke Creek

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

DATE: August 30, 1977

COUNTERSIGNED: ALLSTATE INSURANCE CO. OF CANADA  
*K. McLaughlin*

PASSED September 26 19 77



# BY-LAW

No. 257-77

A By-law to authorize the execution  
of Contract No. 77-125 with Inverleigh  
Construction Limited.  
(CONSTRUCTION OF SANDALWOOD PARKWAY  
BRIDGE, ETOBICOKE CREEK)