



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 129-77

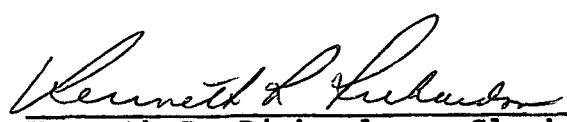
A By-law to authorize the execution
of Contract #77-100 with Clearway
Construction Ltd.
(RECONSTRUCTION OF CHURCH STREET)

WHEREAS it is deemed expedient to enter into and execute
Contract No. 77-100 with Clearway Construction Ltd;
NOW THEREFORE the Council of the Corporation of the City
Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute
Contract No. 77-100 with Clearway Construction Ltd.,
attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said Contract
No. 77-100, attached hereto as Schedule "A", with
Clearway Construction Ltd.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 13th day of June, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 19th day of May, 1977

BETWEEN:

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

-AND-

Clearway 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:

Reconstruction of Church Street

(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:

Clearway Construction Ltd.
8060 Jane Street
R. R. #1
Maple, 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.

Wm. McKinnon
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 38 Skelton Cres.
Don Mills.
Ontario.

OCCUPATION Civil Engineer

[Signature]

Clearway Construction Ltd.

CORPORATION OF THE CITY OF
BRAMPTON

James C. Nichol
MAYOR

Kenneth A. Richards
CLERK

THE CORPORATION OF THE CITY OF BRAMPTON

FORM OF TENDER

CONTRACT NO. _____

THIS TENDER SUBMITTED BY: CLEARWAY CONSTRUCTION LTDADDRESS: 8060 JANE ST R.R. #1 MAPLETELEPHONE NUMBER: 609 2562TO THE MAYOR & 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 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:-

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 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.

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 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, 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 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 My/~~Our~~ part.

I/~~We~~ propose WELLINGTON FIRE INSURANCE
COMPANY

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 sixty (60) working days from the date of written order to commence work. The Contractor agrees to pay the Corporation one hundred dollars (\$100.00) as liquidated damages, per day for each and every day that any portion of the work remains incorpleted, after the time of completion as specified above.

A certified cheque in the amount of \$ 25,000.00

TWENTY FIVE THOUSAND /100
is enclosed. Dated at TORONTO
this 26th day of APRIL 1976.

Wm. McKinnon
SIGNATURE OF WITNESS

Abella
SIGNATURE & SEAL OF TENDERER

The Tenderer shall prepare this tender legibly in ink or in 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 an item quantity and the unit price for the same item, then the unit price quoted for that item will be accepted and the total of the item adjusted accordingly.

Specification numbers and S.P. refer to the M.T.C. Specifications. Special refers to the City of Brampton Special Provisions. City refers to the City of Brampton Standard Specifications.

ITEM NO.	SPEC.	DESCRIPTION	EST. QTY.	UNIT PRICE	AMOUNT
<u>PART "A" STORM SEWERS</u>					
A1(i)	406, City Special	Supply & install concrete storm sewer pipe (with rubber gasket joints) & Class "B" bedding			
a.		15" dia. s.s.	244	L.F. \$ <u>18.28</u> per l.f.	\$ <u>4460.32</u>
b.		18" dia. Cl.II	60	L.F. \$ <u>19.00</u> per l.f.	\$ <u>1140.00</u>
c.		21" dia. Cl.II	55	L.F. \$ <u>22.47</u> per l.f.	\$ <u>1235.85</u>
d.		24" dia. Cl.II	205	L.F. \$ <u>20.31</u> per l.f.	\$ <u>4163.55</u>
e.		27" dia. Cl.II	968	L.F. \$ <u>26.70</u> per l.f.	\$ <u>25845.6</u>
f.		33" dia. Cl.II	1291	L.F. \$ <u>33.33</u> per l.f.	\$ <u>43,029.03</u>
A1(ii)	City	Supply granular "C" backfill for sewers			
a.		Storm & sanitary sewer in common trench	1810	L.F. \$ <u>12.00</u> per l.f.	\$ <u>21720.00</u>
b.		Storm sewers in single trench	835 1040	L.F. \$ <u>4.16</u> per l.f.	\$ <u>4326.40</u>
c.		Sanitary sewers in single trench	700 65	L.F. \$ <u>3.30</u> per l.f.	\$ <u>214.50</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
A2.	Special	Construct manholes including frames, covers & excavation				
a.		as per Std.#302	41	V.F.	\$ <u>115.00</u> per v.f.	\$ <u>4715.00</u>
b.		as per Std.#303	80	V.F.	\$ <u>150.00</u> per v.f.	\$ <u>12000.00</u>
A3.	Special	Construct catchbasins including excavation, frames, grates and 3/4" crushed run granular backfill				
a.		24" square as per Std.#320 & 325	19	EACH	\$ <u>450.00</u> per each	\$ <u>8550.00</u>
b.		Double as per Std.#321 & 325	2	EACH	\$ <u>660.00</u> per each	\$ <u>1320.00</u>
c.		Pyramid Type as per Std.#328 & 320	4	EACH	\$ <u>470.00</u> per each	\$ <u>1880.00</u>
d.		Dome Type as per Std. # 324	5	EACH	\$ <u>470.00</u> per each	\$ <u>2350.00</u>
e.		2' x 2' ditch inlet as per Std.#322	2	EACH	\$ <u>325.00</u> per each	\$ <u>650.00</u>
A4.	Special	Catchbasin leads including excavation, appropriate fitting, Class B bedding and granular C backfill				
a.		10" dia. Cl.s.s.	451	L.F.	\$ <u>18.00</u> per i.f.	\$ <u>8118.00</u>
b.		12" dia. Cl.s.s.	95	L.F.	\$ <u>19.00</u> per i.f.	\$ <u>1805.00</u>
c.		6" dia. Cl.s.s. service connections	100	L.F.	\$ <u>15.00</u> per i.f.	\$ <u>1500.00</u>
A5.	Special	Remove existing catch basins as shown on drawings (Frames and grates to City)	12	EACH	\$ <u>100.00</u> per each	\$ <u>1200.00</u>
A6.	Special	Break into existing manhole at Centre St.	1	EACH	\$ <u>300.00</u> per each	\$ <u>300.00</u>
A7.	Special	Outfall structure as per Std.#330 & 335	1	EACH	\$ <u>6500.00</u> per each	\$ <u>6500.00</u>
TOTAL PART "A" STORM SEWERS						\$ <u>157,073.25</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
<u>PART "B" ROADWAYS</u>						
B1.	210, City Special	Earth excavation to subgrade including culvert removal and removal and grubbing of trees	9000	C.Y.	\$ <u>2.00</u> per c.y.	\$ <u>18,000.00</u>
B2.	City	Special subgrade excavation	50	C.Y.	\$ <u>4.00</u> per c.y.	\$ <u>200.00</u>
B3.	1010, 314 City	Supply, place and compact granular base course				
a.		Granular "B"	7750	TONS	\$ <u>3.09</u> per ton	\$ <u>23,947.50</u>
b.		Granular "A"	3600	TONS	\$ <u>3.68</u> per ton	\$ <u>13,248.00</u>
c.		Sand Cushion	100	TONS	\$ <u>3.01</u> per ton	\$ <u>301.00</u>
B4.	City	Supply and apply water for compaction of base course (1 m.g.=1,000 gal.)	100	M.G.	\$ <u>16.12</u> per m.g.	\$ <u>1612.00</u>
B5.	City	Supply and apply calcium chloride	10	TONS	\$ <u>163.28</u> per ton	\$ <u>1632.80</u>
B6.	310, City	Supply, mix and place hot-mix asphalt				
a.		H.L.6	1500	TONS	\$ <u>11.76</u> per ton	\$ <u>17640.00</u>
b.		H.L.3	1000	TONS	\$ <u>12.17</u> per ton	\$ <u>12,170.00</u>
B7.	City Special	Remove existing concrete curb or curb and gutter as shown on drawings	240	L.F.	\$ <u>1.25</u> per ton	\$ <u>300.00</u>
B8.	353 City Special	Construct concrete curb and gutter as per Std.#220	5504	L.F.	\$ <u>4.90</u> per l.f.	\$ <u>26969.60</u>
B9.	City Special	Remove existing concrete sidewalk where indicated on drawings	1724	L.F.	\$ <u>1.47</u> per l.f.	\$ <u>2534.28.</u>

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B10.	351 Special	Construct concrete sidewalk as per Std. #225	2535	L.F.	\$ <u>6.07</u> per l.f.	\$ <u>15387.45</u>
B11.	City Special 571	Supply and place nursery sod including 3"topsoil	3000	S.Y.	\$ <u>1.39</u> per s.y.	\$ <u>4170.00</u>
B12.	City	Supply and apply water for sod	12	M.G.	\$ <u>15.60</u> per m.g.	\$ <u>187.20</u>
B13.	Special	Reinstate driveways from curb				
	a.	6" Gran.A+ 2" H.L.3 asphalt	325	S.Y.	\$ <u>5.03</u> per s.y.	\$ <u>1634.75</u>
	b.	6"-3/4" crushed limestone	150	S.Y.	\$ <u>2.54</u> per s.y.	\$ <u>381.00</u>
B14.a.	310	Sawcut existing asphalt	100	L.F.	\$ <u>0.68</u> per l.f.	\$ <u>68.00</u>
	b. Special	Burn in existing asphalt	130	L.F.	\$ <u>0.83</u> per l.f.	\$ <u>107.90</u>
B15.		Supply Asphalt Cereent (See Information for Tenderers)		Provisional Sum		\$ <u>12,000.00</u>
B16.	City	Adjust existing manholes and valve chambers to finished grade	8	EACH	\$ <u>90.00</u> per each	\$ <u>720.00</u>
B17.	City	Adjust existing gas and water valves to finished grade	5	EACH	\$ <u>35.00</u> per each	\$ <u>175.00</u>
B18.	Special	Adjust existing catch basins connected to new storm sewer to finished grade and install new grates	6	EACH	\$ <u>250.00</u> per each	\$ <u>1500.00</u>
B19.	Special					
	a.	Adjust existing hydrants to finished grade	2	EACH	\$ <u>600.00</u> per each	\$ <u>1200.00</u>
	b.	Relocate hydrants	3	EACH	\$ <u>1500.00</u> per each	\$ <u>4500.00</u>
B20.	Special	Lower existing 6" dia. watermain	50	L.F.	\$ <u>15.00</u> per l.f.	\$ <u>750.00</u>

Contract #77-100
Church Street

FT-3

Schedule of Quantities
and Unit Prices

ITEM NO.	SPEC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
B21.	Special	Lower existing water services	100	L.F.	\$ 8.00 per l.f.	\$ 800.00
B22.	Special	Replace cast iron watermain with ductile iron at sewer and catchbasin lead crossings with material supplied by the Region of Peel	18	EACH	\$ 200.00 per each	\$ 3600.00
B23.	Special	Remove existing asphalt pavement on roadway (without excavation)	25	S.Y.	\$ 1.35 per s.y.	\$ 33.75
B24.	Special	Construct retaining wall shown on the Drawings	200	S.F.	\$ 15.00 per s.f.	\$ 3000.00
Total Amount for Part B Roadways						<u>\$ 168770.23</u>

PART C SANITARY SEWERS

C1.		Supply and install sanitary sewer and Class "B" bedding				
a.		Existing plug to MH#5A 12" asbestos cement Class 2400	65	L.F.	\$ 26.54 per l.f.	\$ 1725.10
b.		MH#5A to MH#3A 12" asbestos cement Class 2400	491	L.F.	\$ 16.38 per l.f.	\$ 8042.58
c.		MH#3A to MH#10A 12" asbestos cement Class 2400	449	L.F.	\$ 20.44 per l.f.	\$ 9177.56
d.		MH#10A to MH#13A 12" asbestos cement Class 3300	909	L.F.	\$ 28.23 per l.f.	\$ 25661.07
C2.		Manholes (Benching as per Std.#A-6333				
a.		Type A(6 manholes) Std.Dwg.#A-7360	89	V.F.	\$ 120.00 per v.f.	\$ 10680.00

Contract #77-100
Church Street

FT-9

Schedule of Quantities
and Unit Prices

ITEM NO.	SPLC. NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
C2.b.B		Breakdown, remove and dispose of existing manhole	2	EACH	\$ 400.00 per each	\$ 800.00
c.		Break into, rebench and repair manholes to Std. Dwg. A-7360 level	3	EACH	\$ 400.00 per each	\$ 1200.00
C3.		Connections (Std. Dwg. A-5516 and A-6463)				
1.		Locate and connect existing service connections to new sewer using strap-on saddles	12	EACH	\$ 90.00 per each	\$ 1080.00
2.		Locate, remove and replace and reconnect with new materials all existing service connections from new sewer to streetline if so ordered by the Engineer	12	EACH	\$ 250.00 per each	\$ 3000.00
3.		Install new 5" dia. service connections where ordered	1	EACH	\$ 200.00 per each	\$ 200.00
C4.		Miscellaneous sanitary sewer grade changes	20	C.Y.	\$ 8.00 per c.y.	\$ 160.00
Total Amount for Part C Sanitary Sewers						\$ <u>61726.31</u>

RECAPITULATION:	TOTAL FOR PART "A"	\$ 157,023.25
	TOTAL FOR PART "B"	\$ 168,770.23
	CONTINGENCY ITEM PART A&B	\$ 20,000.00
	TOTAL FOR PART "C"	\$ 61,726.31
	TOTAL FOR CONTRACT	\$ <u>407,519.79</u>

THE CORPORATION OF THE CITY OF BRAMPTON

RECONSTRUCTION OF CHURCH STREET

CONTRACT #77-100

ADDENDUM #1

Tenderers shall note the following quantity changes and make the appropriate changes on their Form of Tender.

Item A1(ii) (b) should be 1,040 lin.ft.

Item A1(ii) (c) should be 65 lin.ft.

This addendum shall be signed by the Tenderer or a duly authorized representative of the Tenderer, and shall be attached to the Form of Tender and submitted therewith.

DATE

April 26 /77

SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

FIREMAN'S FUND 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 Clearway Construction Ltd.
(CONTRACTOR)

Whose Address is 8060 Jane Street, R. R. #1, Maple, Ontario

has comprehensive liability insurance in this Company under Policy
No. CA 001860 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, in so far as the certificate holder is concerned.

THE POLICY EXPIRES ON SEPTEMBER 1, 1978

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

With respect to Contract No. 77-100 for the Construction of
Reconstruction of Church Street

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

DATE: MAY 19, 1977

FIREMAN'S FUND INSURANCE COMPANY OF CANADA

COUNTERSIGNED: _____

[Handwritten Signature]

PERFORMANCE AND MAINTENANCE BOND

Bond No. 34-3525

Contract #77-100

Account _____

KNOW ALL MEN BY THESE PRESENTS, that we Clearway Construction Ltd.
(The Contractor)

hereinafter called "The Principal", and

FIREMAN'S FUND INSURANCE COMPANY
(The Bonding Company)

hereinafter called "The Surety" are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called "The Obligee", its successors and assigns, in the sum of \$ 407,519.79 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

19th of May, 1977.

Whereas by an Agreement in writing dated the 19th day of May 1977, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, alteration, repair, or maintenance of Reconstruction of Church Street

(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 herein-after 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 Oblige.

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

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

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

Jim McKinnon

Witness signs here

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

M. Hale

Witness signs here

CLEARWAY CONSTRUCTION LIMITED

[Signature] (Seal)

Principal signs here and seal where applicable

FIREMAN'S FUND INSURANCE COMPANY

Peter Zibens

Peter Zibens Attorney-in-Fact For Surety Company

(Seal)

Surety Company Officer signs here with seal

PASSED June 13 19 77



BY-LAW

No. 129-77

A By-law to authorize the execution
of Contract No. 77-100 with Clearway
Construction Ltd.
(RECONSTRUCTION OF CHURCH STREET)