



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 199-80

To authorize the execution of an agreement with FERMAR PAVING LIMITED - Contract No. 80-106 (Reconstruction and Widening of McLaughlin Road from Harold Street to Steeles Avenue)

WHEREAS it is deemed expedient to enter into and execute Contract No. 80-106 with FERMAR PAVING 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. 80-106 with FERMAR PAVING 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. 80-106 with FERMAR PAVING LIMITED, attached hereto as Schedule A.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of July, 1980.

  
Dianne SUTTER, Acting Mayor

  
Robert D. TUFTS, Acting City Clerk

CONTRACT NO. 80-106

This Agreement made in Quadruplicate this 16th day of July, 1980.

BETWEEN:

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

- AND -

FERMAR PAVING 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 & Widening of McLaughlin Road from  
Harold Street to Steeles Avenue.

(B) The contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, materials, 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 Commissioner of Public Works, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular way to the Corporation within the time specified in the General Conditions, Information to Bidders and in 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 and in respect of the works the sum of

(Seven Hundred & Seventy Five Thousand, Four Hundred & Seventy Two

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Dollars & Thirty Five Cents) DOLLARS (\$ 775,472.35 )

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in accordance with the unit prices as set out in the Form of Tender, as may be applicable, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

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 Commissioner of Public Works, 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 Commissioner of Public Works at the following addresses :-

THE CONTRACTOR:

Fermar Paving Limited  
1921 Albion Road,  
Rexdale, Ontario  
M9W 5S8.

THE COMMISSIONER,

J. F. Curran, P. Eng.,  
Commissioner of Public Works,  
City of Brampton  
24 Queen St. E.,  
Brampton, Ontario  
L6V 1A4.

ARTICLE 5. (Cont'd.)

However, in the matter of "Call Back Work", as defined in the Information to Tenderers, verbal communication with the Contractor shall be deemed as sufficient notice.

ARTICLE 6.

A copy of each of the Contract documents is hereto annexed and together with the Specifications and/or 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 he 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.

*C. Paolini*

WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 1921 ALBION RD.,  
REXDALE, ONT.  
M9W 5S8

OCCUPATION C. PAOLINI, Asst. General Manager

FERMAR PAVING LIMITED

*D. A. McLeish*  
D. A. McLEISH, Vice President

CORPORATION OF THE CITY OF  
BRAMPTON

AUTHORIZATION BY-LAW  
NUMBER 199-80  
PASSED BY CITY  
COUNCIL ON THE 14th  
DAY OF July 1980

*James E. Archibald*  
MAYOR  
*Robert [unclear]*  
CLERK

( FORM OF TENDER )

FOR  
CONTRACT NO. 80-106

THIS TENDER SUBMITTED BY FERMAR PAVING LIMITED FIRM NAME OR  
1921 ALBION RD., REXDALE, ONT. M9W 5S8. INDIVIDUAL  
ADDRESS

675-3550 TELEPHONE NUMBER

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 all the Plans, Drawings, Profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement and Bond relating thereto, prepared, submitted and rendered available by the Commissioner of Public Works and the Purchasing Agent, 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 sixty (60) days after the Tender Closing date whichever 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.







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 406 314 | Supply and install concrete storm sewer pipe (with rubber gasket joints) Class "B" bedding and Granular "C" backfill to top of trench. |           |       |                   |                     |
| (a)      |                      | 375 mm S.S.  | 256       | lin.m | \$ <u>63.00</u>   | \$ <u>16,128.00</u> |
| (b)      |                      | 450 mm S.S.  | 303       | lin.m | \$ <u>72.15</u>   | \$ <u>21,952.35</u> |
| (c)      |                      | 525 mm Cl.III  | 300       | lin.m | \$ <u>90.48</u>   | \$ <u>27,144.00</u> |
| (d)      |                      | 600 mm Cl.III  | 12        | lin.m | \$ <u>110.25</u>  | \$ <u>1,323.00</u>  |
| (e)      |                      | Drop connection at Sta. 26+00 as per Std. 314.   | 1         | each  | \$ <u>609.00</u>  | \$ <u>609.00</u>    |
| 2.       | Special City         | Construct manholes including frames, covers, excavation, and Granular "C" backfill.  |           |       |                   |                     |
|          |                      | As per Std. Dwg. No. 302.  | 32.0      | vt.m  | \$ <u>472.50</u>  | \$ <u>15,120.00</u> |
| 3.       | Special City         | Construct catchbasins including excavation, frames, grates and 19 mm granular backfill.  |           |       |                   |                     |
| (a)      |                      | 600 mm square as per Std. No. 320 and 325.   | 22        | each  | \$ <u>630.00</u>  | \$ <u>13,860.00</u> |
| (b)      |                      | Double as per Std. No. 321 and 325.  | 4         | each  | \$ <u>1155.00</u> | \$ <u>4,620.00</u>  |
| (c)      |                      | Pyramidal type as per Std. No. 328 and 320.  | 5         | each  | \$ <u>656.25</u>  | \$ <u>3,281.25</u>  |
| (d)      |                      | Ditch inlet as per Std. No. 322.   | 1         | each  | \$ <u>630.00</u>  | \$ <u>630.00</u>    |

| ITEM NO. | SPEC. NO.                      | DESCRIPTION   | EST. QTY. | UNIT           | UNIT PRICE       | AMOUNT               |
|----------|--------------------------------|---|-----------|----------------|------------------|----------------------|
| 4.       | 421<br>1801<br>Special         | Supply and install<br>900 mm corrugated<br>metal culvert.   | 25        | lin.m          | \$ <u>161.70</u> | \$ <u>4,042.50</u>   |
| 5.       | Special<br>City                | Catchbasin leads<br>including excavation,<br>appropriate fittings,<br>Class "B" bedding and<br>Granular "C" backfill. |           |                |                  |                      |
| (a)      |                                | 200 mm dia. Cl. S.S.  | 250       | lin.m          | \$ <u>52.50</u>  | \$ <u>13,125.00</u>  |
| (b)      |                                | 250 mm dia. Cl. S.S.  | 80        | lin.m          | \$ <u>57.75</u>  | \$ <u>4,620.00</u>   |
| (c)      |                                | 300 mm dia. Cl. S.S.  | 65        | lin.m          | \$ <u>63.00</u>  | \$ <u>4,095.00</u>   |
| 6.       | Special                        | Construct outlet chambers<br>as shown on the plans<br>and details.  |           |                |                  |                      |
| (a)      |                                | At Sta. 22+10 ±   |           | L U M P S U M  |                  | \$ <u>2625.00</u>    |
| (b)      |                                | At Sta. 26+00   |           | L U M P S U M  |                  | \$ <u>187.50</u>     |
| 7.       | 210<br>City<br>Special         | Earth excavation to<br>subgrade including<br>removal and disposal<br>of trees 120 mm dia.<br>and less.                | 20500     | m <sup>3</sup> | \$ <u>3.30</u>   | \$ <u>67,650.00</u>  |
| 8.       | Special                        | Remove trees with stumps<br>above 120 mm dia.   | 30        | each           | \$ <u>60.00</u>  | \$ <u>1,800.00</u>   |
| 9.       | City                           | Special subgrade<br>excavation.   | 100       | m <sup>3</sup> | \$ <u>2.50</u>   | \$ <u>250.00</u>     |
| 10.      | Special                        | Remove and dispose of<br>culverts - all sizes.  | 245       | lin.m          | \$ <u>5.00</u>   | \$ <u>1,225.00</u>   |
| 11.      | 1010<br>314<br>City<br>Special | Supply, place and<br>compact granular base<br>course.   |           |                |                  |                      |
| (a)      |                                | Granular "B".   | 31700     | m <sup>2</sup> | \$ <u>3.70</u>   | \$ <u>117,290.00</u> |
| (b)      |                                | Granular "A".   | 29500     | m <sup>2</sup> | \$ <u>1.75</u>   | \$ <u>51,625.00</u>  |
| (c)      |                                | Sand Cushion.   | 100       | tonnes         | \$ <u>4.00</u>   | \$ <u>400.00</u>     |
| 12.      | City                           | Supply and apply<br>water for compaction.   | 2000      | KL             | \$ <u>2.45</u>   | \$ <u>4,900.00</u>   |

| ITEM NO. | SPEC. NO.              | DESCRIPTION   | EST. QTY. | UNIT           | UNIT PRICE       | AMOUNT              |
|----------|------------------------|---|-----------|----------------|------------------|---------------------|
| 13.      | City                   | Supply and apply calcium chloride.  | 25        | tonnes         | \$ <u>220.00</u> | \$ <u>5500.00</u>   |
| 14.      | 310<br>City            | Supply, mix, and place hot-mix, hot-laid asphalt excluding liquid asphalt cement. |           |                |                  |                     |
| (a)      |                        | H.L.6.  | 5800      | tonnes         | \$ <u>11.80</u>  | \$ <u>68,440.00</u> |
| (b)      |                        | H.L.3.  | 3050      | tonnes         | \$ <u>12.20</u>  | \$ <u>37,210.00</u> |
| 15.      | City<br>Special        | Remove existing concrete curb and gutter.   | 282       | lin.m          | \$ <u>3.50</u>   | \$ <u>987.00</u>    |
| 16.      | 353<br>City<br>Special | Construct concrete curb and gutter.   |           |                |                  |                     |
| (a)      |                        | As per Std. No. 220.  | 3370      | lin.m          | \$ <u>16.45</u>  | \$ <u>55,436.50</u> |
| (b)      |                        | As per Std. No. 232.  | 50        | lin.m          | \$ <u>20.25</u>  | \$ <u>1,012.50</u>  |
| 17.      | 351<br>City<br>Special | Construct concrete sidewalk.  | 3000      | m <sup>2</sup> | \$ <u>15.60</u>  | \$ <u>46,800.00</u> |
| 18.      |                        | Construct swale as shown on Dwg. F4-8 Sheet 66.                                   | 127       | lin.m          | \$ <u>3.75</u>   | \$ <u>476.25</u>    |
| 19.      | City<br>571<br>Special | Supply and place nursery sod including 75 mm topsoil.                             | 14500     | m <sup>2</sup> | \$ <u>1.80</u>   | \$ <u>26,100.00</u> |
| 20.      | Special                | Reinstate driveways.  |           |                |                  |                     |
| (a)      |                        | 150 mm Granular "A" + 50 mm H.L.3 asphalt.  | 260       | m <sup>2</sup> | \$ <u>7.50</u>   | \$ <u>1,950.00</u>  |
| (b)      |                        | 150 mm, 19 mm crushed limestone.  | 100       | m <sup>2</sup> | \$ <u>4.35</u>   | \$ <u>435.00</u>    |
| 21.      | Special                | Burn in existing asphalt.   | 86        | lin.m          | \$ <u>4.50</u>   | \$ <u>387.00</u>    |
| 22.      | City<br>Special        | Adjust existing gas and water valves to finished grade.                           | 2         | each           | \$ <u>50.00</u>  | \$ <u>100.00</u>    |
| 23.      | City                   | Adjust existing manholes to finished grade.                                       | 5         | each           | \$ <u>80.00</u>  | \$ <u>400.00</u>    |

SCHEDULE OF QUANTITIES  
AND UNIT PRICES

FT8

CONTRACT NO. 80-106  
RECONSTRUCTION OF  
McLAUGHLIN RD. FROM  
HAROLD ST. TO STEELES AVE.

| ITEM NO. | SPEC. NO.        | DESCRIPTION  | EST. QTY.       | UNIT           | UNIT PRICE       | AMOUNT             |
|----------|------------------|--|-----------------|----------------|------------------|--------------------|
| 24.      | Special          | Supply and place 15 M Pa concrete exclusive of formwork.                                   | 4               | m <sup>3</sup> | \$ <u>60.00</u>  | \$ <u>240.00</u>   |
| 25.      | Special          | Remove existing guard rail - all types.  | 275             | lin.m          | \$ <u>3.30</u>   | \$ <u>907.50</u>   |
| 26.      | Special          | Relocate mail boxes.   | 10              | each           | \$ <u>60.00</u>  | \$ <u>600.00</u>   |
| 27.      | Special          | Construct Pisa Stone Wall at Slivar property in accordance with plan and detail.           | 60              | lin.m          | \$ <u>75.00</u>  | \$ <u>4500.00</u>  |
| 28.      | Special City     | Supply and application of Preformed Pliant Polymer Pavement Marking Material.              |                 |                |                  |                    |
| (a)      |                  | 10 cm wide yellow.   | 2000            | lin.m          | \$ <u>3.88</u>   | \$ <u>7760.00</u>  |
| (b)      |                  | 10 cm wide white.  | 1650            | lin.m          | \$ <u>3.88</u>   | \$ <u>6402.00</u>  |
| (c)      |                  | 60 cm wide white.  | 50              | lin.m          | \$ <u>32.90</u>  | \$ <u>1645.00</u>  |
| (d)      |                  | Left Turn Arrows.  | 14              | each           | \$ <u>89.00</u>  | \$ <u>1,246.00</u> |
| 29.      | Special          | Supply and install traffic light duct and handwells.                                       |                 |                |                  |                    |
| (a)      |                  | 75 mm Rigid P.V.C. traffic duct.   | 215             | lin.m          | \$ <u>19.00</u>  | \$ <u>4085.00</u>  |
| (b)      |                  | Handwells as per Std. No. 434.   | 16              | each           | \$ <u>175.00</u> | \$ <u>2800.00</u>  |
| 30.      | Special          | Supply and place steel beam guide rail.  | 150             | lin.m          | \$ <u>53.00</u>  | \$ <u>7950.00</u>  |
| 31.      | Special          | Remove, pulverize and stockpile existing asphalt pavement for recycling.                   | 1300            | tonnes         | \$ <u>NIL</u>    | \$ <u>NIL</u>      |
| 32.      | Special 310 1010 | Supply and place hot mix asphalt containing recycled asphalt pavement in base course only. | <del>4300</del> | tonnes         | \$ <u>NIL</u>    | \$ <u>NIL</u>      |
| 33.      | City             | Seed and mulch.  | 4000            | m <sup>2</sup> | \$ <u>.50</u>    | \$ <u>2000.00</u>  |

SCHEDULE OF QUANTITIES  
AND UNIT PRICES

FT9

CONTRACT NO. 80-106  
CONSTRUCTION OF  
McLAUGHLIN RD. FROM  
HAROLD ST. TO STEELES AVE.

| ITEM NO.                      | SPEC. NO. | DESCRIPTION   | EST. QTY. | UNIT            | UNIT PRICE | AMOUNT               |
|-------------------------------|-----------|---|-----------|-----------------|------------|----------------------|
| 34.                           |           | Supply of Liquid Asphalt Cement<br>(See Information for Tenderers). |           | PROVISIONAL SUM |            | <u>\$81000.00</u>    |
| 35.                           |           | Contingency Item<br>(See Information for Tenderers).                |           |                 |            | <u>\$30000.00</u>    |
| TOTAL FOR CONTRACT NO. 80-106 |           |   |           |                 |            | <u>\$ 775,472.35</u> |



# The Corporation Of The City Of Brampton

## Public Works Department

1980 07 02

ADDENDUM NO. 1.

CONTRACT NO. 80-106

RECONSTRUCTION OF McLAUGHLIN RD.  
FROM HAROLD ST. TO STEELES AVE.

Item 1: Reference Form of Tender Item 32 and  
Special Provisions Item 38

Contractors who cannot supply recycled asphalt may delete  
Item 32 but they must change Item 14(a) H.L.6 to read 5800 TONNES  
instead of 1500 TONNES.

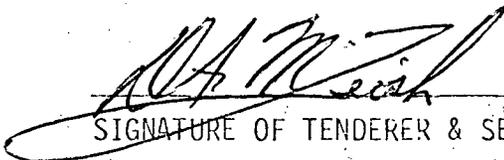
Item 2: Reference Form of Tender Item 11

Contractors who wish to supply crushed limestone instead of  
Granular "A" or "B" may do so on the following basis:

- a) Substitute 380 mm Granular "B" with 300 mm 2" Crusher Run  
Limestone.
- b) Substitute 150 mm Granular "A" with 130 mm 3/4" Crusher Run  
Limestone.

Item 7, Earth Excavation, final quantities will reflect the decrease  
in excavation resulting from the above change. However, the tender  
quantity shall not be changed. The Contractor shall indicate in the  
tender form whether he will be using the granular material or the  
crushed limestone.

This addendum shall be signed and sealed by the Tenderer or his  
authorized representative, attached to the Tender, and submitted  
therewith.

  
SIGNATURE OF TENDERER & SEAL

JUL 8 1980

DATE

CERTIFICATE OF LIABILITY INSURANCE

Royal Insurance Company of Canada  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO L6T 2T9.

THIS IS TO CERTIFY THAT Fermax Paving Limited  
(CONTRACTOR)

Whose Address is 1921 Albion Road, Rexdale, Ontario M9W 5S8.

has comprehensive liability insurance in this Company under Policy  
No. 5833777 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 January 22, 1981

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

With respect to Contract No. 80-106 for the ~~Construction of~~  
Reconstruction & Widening of McLaughlin Rd. from Harold St. to Steeles Ave

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

DATE: July 18/80

COUNTERSIGNED: *Kathleen H. Meadows*

NAME OF AGENCY OR COMPANY Roy Meadows Insurance Agency Ltd.

#203, 1092 Islington Ave.

**ENDORSEMENT**

C.U.A.

This endorsement is attached to and hereby made a part of the undernoted policy, effective as of the date stated hereunder, and effective in consideration of the premium named below.

**FORM 808**

EDITION 2-58

|  |  |                          |                       |   |
|--|--|--------------------------|-----------------------|---|
| Name of Company (Insurer)<br>Royal Insurance Co. of Canada |  | Department               | Policy No.<br>5833777 |   |
| Agent<br>Roy Meadows Insurance Agency Ltd.                 |  | Agency No.               |                       |   |
| Name of Insured<br>Fermar Paving Ltd.                      |  | Premium                  |                       |   |
| Effective Date of Endorsement<br>July 18/80                |  | Insurance map reference: | Vol.                  | Sheet                                   |
| Location (if no map reference)                             |  |                          | Block                 | No.                                     |
|  |  |                          |                       | Premium<br>Additional \$      Return \$ |

At the request of the Insured and in consideration of the premium charged and with respect only to Contract #80-106, (Reconstruction of McLaughlin Rd, Brampton, Ontario).

- ✓ (a) The City of Brampton is hereby added to this policy with respect only to the operations and completed operations of the named Insured under Contract 80-106.
- ✓ (b) Exclusion (m) of the Comprehensive General Liability Rider GL-1 is hereby deleted with respect to the operations of the Insured under Contract #80-106.

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

Dated July 18/80



Not valid unless signed by an authorized representative of the Insurer

Signed by Ruthleen H. Meadows  
Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

Royal Insurance Company of Canada  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO L6T 2T9.

THIS IS TO CERTIFY THAT Fermar Paving Limited  
(CONTRACTOR)

Whose Address is 1921 Albion Road, Rexdale, Ontario M9W 5S8.

has comprehensive liability insurance in this Company under Policy  
No. 5833777 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 January 22, 1981

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

With respect to Contract No. 80-106 for the ~~Construction of~~  
Reconstruction & Widening of McLaughlin Rd. from Harold St. to Steeles Ave

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

DATE: July 18/80

COUNTERSIGNED: Kathleen A Meadows

NAME OF AGENCY OR COMPANY Roy Meadows Insurance Agency Ltd.

#203, 1092 Islington Ave.

**ENDORSEMENT**

C.U.A.

This endorsement is attached to and hereby made a part of the undernoted policy, effective as of the date stated hereunder, and effective in consideration of the premium named below.

**FORM 808**

EDITION 2-58

|  |  |  |  |  |            |                       |
|--|--|--|--|--|------------|-----------------------|
| Name of Company (Insurer)<br>Royal Insurance Co. of Canada |  |  |  |  | Department | Policy No.<br>5833777 |
| Agent<br>Roy Meadows Insurance Agency Ltd.                 |  |  |  |  |            | Agency No.            |
| Name of Insured<br>Fermar Paving Ltd.                      |  |  |  |  |            | Premium               |
| Effective Date of Endorsement<br>July 18/80                |  |  |  |  |            | Additional \$         |
| Insurance map reference: Vol. Sheet Block No.              |  |  |  |  |            | Return \$             |
| Location (if no map reference)                             |  |  |  |  |            |                       |

At the request of the Insured and in consideration of the premium charged and with respect only to Contract #80-106, (Reconstruction of McLaughlin Rd, Brampton, Ontario).

- (a) The City of Brampton is hereby added to this policy with respect only to the operations and completed operations of the named Insured under Contract 80-106.
- (b) Exclusion (m) of the Comprehensive General Liability Rider GL-1 is hereby deleted with respect to the operations of the Insured unde Contract #80-106.

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

Dated July 18/80



Not valid unless signed by an authorized representative of the Insurer

Signed by Katherine H. Meadows  
Authorized Representative

PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-6154-80

Contract 80-106

Account \$775,472.35

KNOW ALL MEN BY THESE PRESENTS, that we Fermar Paving Limited  
(The Contractor)

hereinafter called "The Principal", and

FIDELITY INSURANCE COMPANY OF CANADA

(The Bonding Company)

hereinafter called "The Surety" are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called "The Oblige", its successors and assigns, in the sum of \$775,472.35 of lawful money of Canada to be paid unto the Oblige, 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

18th of July, 1980

Whereas by an Agreement in writing dated the 16th day of July, 1980, the Principal has entered into a contract with the Oblige, hereinafter called the "Contract", for the ~~construction, alteration, repair and maintenance of~~ Re-  
construction & Widening of McLaughlin Rd. from Harold St. to Steeles Ave.,

(Description of Works)

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

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

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

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

to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Oblige. Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

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

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

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

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

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

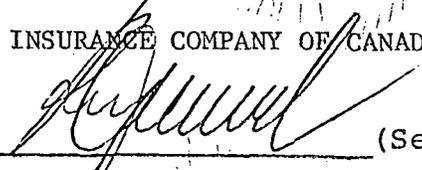
FERMAR PAVING LIMITED (Seal)

Principal signs here and seal where applicable

D. A. McLEISH, Vice President



FIDELITY INSURANCE COMPANY OF CANADA



(Seal)

Surety Company Officer signs here with seal  
REIJO SALMELA

PASSED 14th July, 1980

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# BY-LAW

No. 199-80

To authorize the execution of an agreement with FERMAR PAVING LIMITED - Contract No. 80-106 (Reconstruction and widening of McLaughlin Road from Harold Street to Steeles Avenue)