

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 221-75

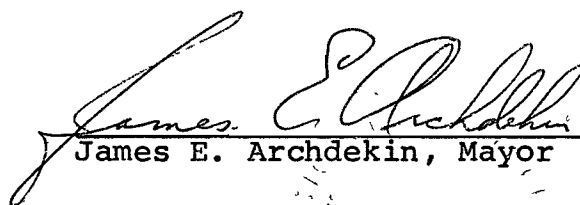
A By-law to authorize the  
execution of Contract #75-46  
with FurFari Paving Co. Ltd.  
(Installation of Asphalt Sidewalks)

WHEREAS it is deemed expedient to enter into and execute  
Contract No. 75-46 with FurFari Paving Co. Ltd;

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. 75-46 with FurFari Paving Co. 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. 75-46, attached hereto as Schedule "A", with  
FurFari Paving Co. Ltd.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 10th day of November, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

This Agreement made in Quadruplicate this 23 day of October, 19 75

BETWEEN:

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

-And-  
**PURFARI PAVING CO. 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:

**Installation of Asphalt Sidewalks**

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(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, 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 Director of Parks and Recreation, 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 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 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 document 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

**Forty-two thousand, nine hundred and sixty dollars**

**DOLLARS (\$ 42,960.00 )**

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 Director, Parks and Recreation, 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 Director, Parks and Recreation at the following Addresses:

THE CONTRACTOR:  
**FURFARI PAVING CO. LTD.**  
2475 Beryl Road  
Oakville, Ontario

THE DIRECTOR, PARKS AND RECREATION:

D.M. Gordon,  
Director, Parks and Recreation,  
City of Brampton  
150 Central Park Drive  
Bramalea, Ontario.

## ARTICLE 6

A copy of each of the Contract documents is hereto annexed and together with the Specs 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 the contract contained, nor from any position or situation of the parties at any time, 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 affect 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 fulfil, 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 \_\_\_\_\_)\_\_\_\_\_  
\_\_\_\_\_)\_\_\_\_\_

*A. W. [Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION OF THE CITY OF  
BRAMPTON

*James E. Richardson*  
\_\_\_\_\_  
MAYOR

*Kenneth R. Richardson*  
\_\_\_\_\_  
CLERK

CITY OF BRAMPTON  
PARKS AND RECREATION DEPARTMENT

T E N D E R  
(LUMP SUM PRICE)

CONTRACT NO. 75-46

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IN INK

OR  
TYPEWRITER

FURFARI PAVING Co LTD  
NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)

2475 BERYL RD OAKVILLE 844-7660  
ADDRESS AND TELEPHONE NUMBER

TOM PHELAN  
NAME OF PERSON SIGNING FOR FIRM

SECRETARY - TREASURER  
OFFICE OF PERSON SIGNING FOR FIRM

FOR: INSTALLATION OF ASPHALT SIDEWALKS

LOCATION: VARIOUS WITHIN THE CITY OF BRAMPTON

M. S. LINGARD  
PURCHASING AGENT.

D. M. GORDON  
DIRECTOR  
PARKS & RECREATION

THE CORPORATION OF THE  
CITY OF BRAMPTON  
24 Queen Street, East  
Brampton, Ontario  
L6V 1A4

FORM OF TENDER

FOR

CONTRACT NO. 75-46

THIS TENDER SUBMITTED BY FURFARI PAVING Co LTD FIRM NAME  
2475 BERYL RD OAKVILLE OR INDIVIDUAL ADDRESS  
8447660 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 signature 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 Director, Parks and Recreation, and the Purchasing Agent, by and on behalf of the Corporation of the City of Brampton and hereby acknowledged, 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.

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 two (2) months 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 for the said City shall be an acceptance of this Tender.

If this Tender is accepted I/We agree to furnish the required Contract Bond, in an amount equal to 100% of the Contract, in the form attached hereto, Insurance Certificate and Workmen's Compensation Board Letter and properly sign the Contract Documents in quadruplicate within ten (10) working days after being notified so to do. In the event of default or failure on our part so to do, I/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by ME/US to the use of the City and to accept the next lowest or any Tender or to advertise for new Tenders, or to carry out the works in any other way they deem best and I/We also agree to pay to the said City the difference between this Tender and any greater sum which the City may expend or incur by reasons of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertisement 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 be reason of any such default or failure on MY/OUR part.

I/WE PROPOSE SIMCOE + ERIC

A Company which is willing to become bound with ME/US in the amount designated for due performance and fulfillment of the Contract for which this is the Tender.

I/WE agree that the dates of completion as referred to in the General Conditions shall be no later than November 15, 1975.

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the tender Price, payable to the Corporation of the City of Brampton (\$ 4,800<sup>00</sup>) FOUR THOUSAND EIGHT HUNDRED /100 is enclosed.

Dated at OAKVILLE this 23 day of OCT, 1975.

[Signature]  
SIGNATURE OF WITNESS

[Signature]  
SIGNATURE AND SEAL OF TENDERER







BID SHEET

CONTRACT NO. 75-46

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Contractor shall prepare this bid legibly in ink or by typewriter.

The Contractors bid shall be shown in words and also in figures. Any changes, erasures or overwriting of the prices in words shall be initialled.

In the event of any discrepancy between the words and the figures, the words shall be deemed the Contractors lump-sum price and figures shall be ignored.

<u>CONTRACT</u>	<u>DESCRIPTION</u>	<u>CONTRACTORS LUMP SUM BID (IN WORDS)</u>	<u>CONTRACTORS LUMP SUM BID (IN FIGURES)</u>
75-46	(A) Total Lump Sum Price, (8 feet wide)	<u>Forty One Thousand One Hundred and Sixty DOLLARS</u>	<u>\$ 41,160<sup>00</sup></u>
	Unit price per running foot (8 feet wide)	<u>Three Dollars and Ninety Two CENTS</u>	<u>\$ 3.92</u>
	(B) Total Lump Sum Price, resurfacing (6 feet wide)	<u>Eighteen Hundred DOLLARS</u>	<u>1,800<sup>00</sup> <del>1,800</del></u>
	Unit price per running foot (6 feet wide)	<u>One Dollar and Eighty CENTS</u>	<u>\$ 1.80</u>
	Total Lump Sum Price (A & B)	<u>Forty Two Thousand Nine Hundred and Sixty DOLLARS</u>	<u>\$ 42,960</u>

Bidders must bid on all of the above work, no partial bids will be accepted. The Corporation of the City of Brampton reserves the right to award all of the Contract or any portion thereof.

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the Tender Price payable to the Corporation of the City of Brampton (\$ 4,800<sup>00</sup>) Forty Eight Hundred Dollars /100 is attached hereto.

If this Tender is accepted I/WE Tom Phelan hereby identify this as the Bid Sheet for Contract No. 75-46 executed by me/us bearing the date this 23 day of OCT, 1975.

WITNESS J. Furber

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM Sec-Treasurer

SCHEDULE OF TENDER DATA, PLANS AND SPECIFICATIONS

CONTRACT NO. 75-46

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- Cover Sheet - Page 1
- Tender Form - Pages 2 & 3 (2 copies)
- Proposed SubContractors - Page 4
- Contractors Experience Record - Page 5
- Bid Sheet - Page 6 (2 copies)
- Schedule Form - Page 7
- General Conditions - Pages 8,9,10,11
- Specifications and Scope of Work
- Ontario Retail Sales Tax Exemption  
3 Sheets
- Certificate of Liability Insurance  
1 Sheet
- Performance Bond - 3 Sheets
- Agreement - 4 Sheets

By my/our signature, I/We Tom Phelan  
 hereby identify this as the Schedule of Tender Data, Plans and  
 Specifications for Contract No. 75-46 executed by me/us and bearing  
 date the 23 day of OCT, 1975.

WITNESS J. Furfari

SIGNATURE [Signature]

SIGNATURE [Signature]

POSITION IN FIRM SEC - TREASURER

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

- A. GENERAL TYPE OF CONTRACT: Installation of Asphalt Sidewalks
- B. LOCATION: Various within the City of Brampton
- C. SUBMISSION OF TENDER: Your quotation must be made on this form and returned sealed in the enclosed envelope ON OR BEFORE 12:00 o'clock Noon,

THURSDAY, OCTOBER 23, 1975

addressed to Mr. M. S. Lingard, Purchasing Agent, The Corporation of the City of Brampton. (One extra copy of the Form of Tender and Bid Sheet is included for your retention. Pages, 2, 3, and 6)

The lowest or any tender is not necessarily accepted.

- D. COMMENCEMENT DATE: Contractor to commence work within 5 (five) days after receipt of Notice of Acceptance.
- E. COMPLETION DATE: Not later than November 15, 1975

The Contractor shall supply all materials for this Contract.

By my/our signature hereunder, I/We Tom Pichon hereby identify this as the General Conditions for Contract No. 75-46 executed by me/us and bearing date the 23 day of OCT, 1975.

WITNESS A. Furfani SIGNATURE [Signature]

SIGNATURE [Signature] POSITION IN FIRM SEC-TREASURER

GENERAL CONDITIONS

This Form Shall Remain Attached To This Tender

1. SUPERVISION OF WORK

The Contractor shall be responsible for the supervision of the work and for his own work forces while on the job site.

2. THE CITY DECISIONS

The City shall have authority to make minor changes in the job not inconsistent with the Contract.

The Contractor shall carefully compare all drawings, specifications and other instructions and shall at once report to the City any error, inconsistency or omission which he may discover.

3. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour tools and equipment necessary for the execution of the work.

All materials shall be new and be the best of their respective kinds from a supplier approved by the City. All work shall be executed in accordance with the best standard practice.

4. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage or injury and shall make good any such damage or injury. He shall adequately protect adjacent property from damage or injury and return such damaged or injured property to its original state.

He shall provide, erect and maintain all necessary guard rails, barriers, night lights, sidewalk and curb protection as may be necessary or as the by-laws may require.

Should the job be stopped for any cause, the Contractor shall be responsible for and provide all necessary protection to prevent damage by weather or other cause until the cause of stoppage has been cleared

5. CHANGES IN THE JOB

The City without invalidating the contract; may make changes by altering, adding to, or deducting from the job, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.

GENERAL CONDITIONS

6. CLEANING UP

The Contractor shall at all times keep the job site free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the job he shall remove all his rubbish from/about the site and all his tools and surplus materials, and shall leave his work "broom clean", or is equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost of the Contractor as shall be determined to be just.

7. SURVEYS

The City will perform all the necessary survey and layout work required to complete the Contract. However, this does not relieve the Contractor of his responsibility to notify the City of any known or apparent discrepancy or error in the survey.

8. SAFETY REGULATIONS

The Contractor, while working on the site, shall be governed by the pertinent safety requirements of the Provincial and Municipal governments and shall work in conjunction with the proper safety associations operating under authority of the Workmen's Compensation Board.

His field forces shall be under the general supervision of the City with respect to Safety Rules and Regulations and must abide by the same safety regulations as do the City employees.

9. SETTLEMENT OF TRENCH AND EXCAVATIONS

The Contractor shall be responsible for any refilling of trenches and/or excavations around manholes, vaults, etc., due to earth settlement.

10. INTERPRETATION OF SPECIFICATION

Any omissions or errors in, or possible interpretation of these Specifications shall not relieve the Contractor from his responsibility of completing the work covered by this Contract in a manner conforming with modern practice and the best workmanship.

11. PRICES AND PAYMENTS

A certificate will be given by the Engineer once a month as to the estimated amount of work done and material furnished and of the value thereof according to the terms of the Contract. The Corporation will pay to the Contractor 85% of the amount shown on such certificates, less previous payments and such payments shall not in any way imply acceptance of any part of the work.

Upon completion of the work (as defined in the Mechanics Lien Act, statutes of Ontario) and one day after Lien rights have expired, pay any balance owing under the Contract.

12. Please indicate hereunder the earliest commencement and completion date for this contract.

Commencement Date IMMEDIATELY

Completion Date 15 WORKING DAYS



SPECIFICATIONS AND SCOPE OF WORK

(A) Eight foot wide walkways at:

Madoc Park	330 lin. feet
Woodview Park	250 lin. feet
Meadowland Park	730 lin. feet
Glenforest Park	1,200 lin. feet
Jefferson Park	1,000 lin. feet
Northwood Park	300 lin. feet
Greenmount Park	
N and S	2,650 lin. feet
Darras Court	160 lin. feet
Dalton Park	200 lin. feet
Howden Park	250 lin. feet
Watercourne from #7 underpass to Walkway on Central Park Dr.	760 lin. feet
Goldcrest Park	1,000 lin. feet
Greenbriar Park	1,680 lin. feet
	<hr/>
Total	10,500 lin. feet

(B) Walkway resurfacing as required

Bramalea A & B sections, Forsythia, Peel Village  
1,000 lin. feet



PERFORMANCE BOND

C.C.A. Document No. (S) 21

No. C-6022

\$ 42,960.00

KNOW ALL MEN BY THESE PRESENTS THAT FURFARI PAVING CO., LTD. as Principal,

hereinafter called the Principal, and SIMCOE & ERIE GENERAL INSURANCE COMPANY

a corporation created and existing under the laws of THE PROVINCE OF ONTARIO

and duly authorized to transact the business of Suretyship in THE PROVINCE OF ONTARIO

as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE CITY OF BRAMPTON as Obligee,

hereinafter called the Obligee, in the amount of FORTY TWO THOUSAND, NINE HUNDRED AND SIXTY 00/100 Dollars (\$ 42,960.00 )

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the 23rd, day of OCTOBER, 1975, for ASPHALT WALKWAYS CONTRACT NO. 75-46.

In accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) complete the Contract in accordance with its terms and conditions or
(2) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this 5th, day of NOVEMBER, 19 75.

SIGNED and SEALED In the presence of:

(FURFARI PAVING CO., LTD. BY: [Signature] Principal (Seal)

(SIMCOE & ERIE GENERAL INSURANCE COMPANY [Signature] Surety (Seal)

CERTIFICATE OF LIABILITY INSURANCE

(Insurance Company)

TO: The Corporation of the City of Brampton

ADDRESS: 24 Queen Street, East, Brampton, Ontario

This is to Certify that FURFAR, PAVING Co LTD  
(Contractor)

Whose Address is 2475 BERYL RD OAKVILLE

has comprehensive liability insurance in this Company under Policy

No. CMA 312289 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 \$500,000.00 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.

This Policy expires on 6 APR 76

and will not be altered, cancelled or allowed to lapse without thirty (30) days prior notice to the Corporation.

With respect to Contract No. 75-46 for the Construction of \_\_\_\_\_

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

DATE Nov 6/75

COUNTERSIGNED: **POTTRUFF & SMITH**

53.00 VCE STREET  
MON 5R2

PER 3ma Smith