



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

**Number** 178-79

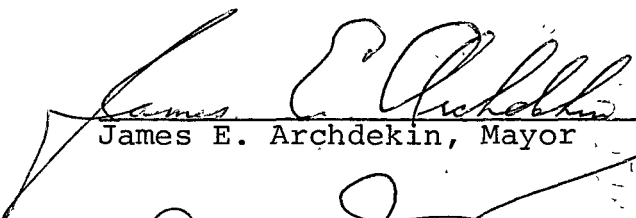
To authorize the execution of  
an agreement with JOHN WHEELWRIGHT  
LIMITED - Contract No. 79-33 (for  
construction of Peel Village  
Recreation Centre)

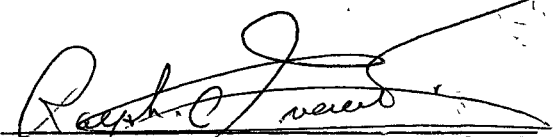
WHEREAS it is deemed expedient to enter into and execute  
Contract No. 79-33 with John Wheelwright Limited;

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. 79-33 with John Wheelwright 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. 79-33 with John Wheelwright Limited, attached  
hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 23rd day of July, 1979.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, City Clerk

This Agreement made in Quadruplicate this 25th day of July 1979

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

-AND-

JOHN WHEELWRIGHT 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 Peel Village Recreation Centre

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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 Commissioner 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, as revised.\*

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.

\* Construction within the school pending authorization to proceed by Peel County Board of Education. Construction of rink proper week of November 25, 1979.

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 (Detailed Work)
- (6) Plans
- (7) Tender
- (8) Quotation Letter of July 18, 1979, Pages 1 thru 8.

The foregoing documents enumerated 1 to 8 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 Bid Sheet, 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 heretoto the other or to the Commissioner of 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 Commissioner at the following addresses:

THE CONTRACTOR:

John Wheelwright Limited  
110 Fenmar Drive,  
Weston, Ontario  
M9L 1M5.

THE COMMISSIONER:

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

ARTICLE 5 (Contd.)

However, in the matter of "Call Back Work", as defined in 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 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.

M Jagodinski  
WITNESS AS TO SIGNATURE OF CONTRACTOR

90 110 Kemman Dr.  
ADDRESS Weston  
Secretary  
OCCUPATION

JOHN WHEELWRIGHT LIMITED

Donald A. Hutchins

CORPORATION OF THE CITY OF  
BRAMPTON

James C. Robb  
MAYOR

Ralph C. [Signature]  
CLERK

FORM OF TENDER

FOR

CONTRACT NO. 79-33 File No. 79-3845

THIS TENDER SUBMITTED BY John Wheelwright Ltd. FIRM NAME  
Donald H. Fullerton INDIVIDUAL  
110 Fenmar Dr., Weston ADDRESS  
741-2630 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 Commissioner, 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, 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.

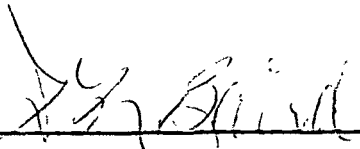
I/We, agree that if we withdraw this Tender after closing and before the Council of the said City shall have considered the Tenders and awarded the Contract in respect thereof, during the time that this Tender is open to acceptance as set out above in this Tender Form the amount of the deposit accompanying 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.

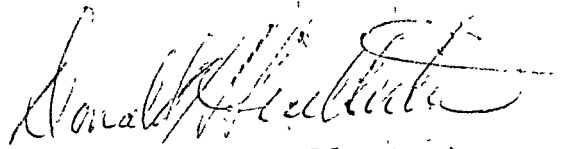
If this Tender is accepted I/We agree to furnish the required Performance Deposit, Insurance Certificate and Workmen's Compensation Board Letter and properly sign the Contract Documents in quadruplicate within ten (10) days after being notified so to do. In the event of default or failure on our part 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 by reason of any such default or failure on MY/OUR part.

Dated at Weston this 19th day of July

19 79.



SIGNATURE OF WITNESS



(Donald H. Fullerton)

SIGNATURE AND SEAL OF TENDERER.

TENDER FORM - CONTRACT NO. 79-33

PEEL VILLAGE RECREATION CENTRE  
DEPARTMENT OF PARKS & RECREATION  
THE CORPORATION OF THE CITY OF BRAMPTON

Name of Contractor ..... John Wheelwright Ltd. ....

TO: The Mayor and Council of the  
Corporation of the City of Brampton,  
Supply and Services Section, 6th Floor,  
24 Queen Street East,  
Brampton, Ontario. L6V 1A4.

Attention: Mr. M.S. Lingard, Purchasing Agent.

Dear Sir:

1. I/We, the undersigned, declare that I/We have carefully examined and/or prepared all of the necessary contract documents, and the addenda numbered ..., and visited and investigated the site, and examined all conditions affecting the work; and if notified in writing of the acceptance of this Proposal Tender within 60 (sixty) days of the date below,

to provide all materials and perform all work shown and described in these documents for the Total Lump Sum Price of:

Five Hundred and Ninety-four Thousand,

Four Hundred and Ninety-six DOLLARS (\$ 594,496.00 )

- in lawful money of Canada, included in which are all applicable Federal and Provincial Sales and Excise Taxes, Custom duties, freight, exchange and all other charges.
2. Enclosed is a Bid Bond or certified cheque in the amount of ten (10%) percent made out in the name of the Corporation of the City of Brampton, as well as an Agreement to Bond from an approved bonding company stating that they will enter into a 100% (one hundred percent) performance bond, as well as a labour and materials payment bond, if the tenderer is successful.
  3. The following contingency and cash allowances must be included in the Total Lump Sum Price.

contd/....



3. Contd/...

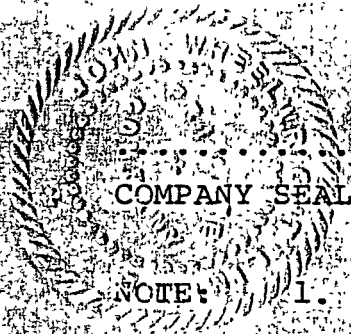
a)	Hardware	\$ 2,500.00
b)	Region of Peel	\$10,000.00
c)	Brampton Hydro	\$ 7,500.00
d)	Contingency Allowance	\$10,000.00
	Total Amount	<u>\$30,000.00</u>

Yours very truly,

Signature *Donald H. Fullerton*  
(Donald H. Fullerton)

Dated at ... Weston ..... Address ..... 110 Fenmar Dr. ....

..... July 19th ..... 1979 .....



WITNESS

*A. G. Baird*

- NOTE:
1. Tenders by limited companies must be submitted under Corporate Seal.
  2. Tenders by individuals or partnership must be witnessed.

The lowest or any Proposal Tender will not necessarily be accepted.



THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

LIST OF SUB-CONTRACTORS

The Tenderer submits the following list of sub-contractors whom he proposes to use and he understands that no additions or changes to this list will be permitted after the closing date of Tenders.

<u>SUB-CONTRACTORS</u>	<u>ADDRESS</u>	<u>TRADE</u>
Armco Canada Ltd.	Guelph, Ontario	Pre-Eng. Bldg.
Cimco	Toronto, Ontario	Refrigeration
Birnie Electric	Toronto - Brampton	Electrical
Commercial Door	Weston	Doors & Frames
Besteel	Brampton	O.W.S.J. & Structural
Crystaplex	Etobicoke	Rink Boards
Glen Echo Nurseries	Brampton	Landscaping
Filipowich	Toronto	Masonry
Al Scott	Thornhill	Plumbing
A.B.C.	Brampton	Concrete
<del>Peel Paving</del> <i>Warren</i>	Brampton	Paving
Landmark Air System	Mississauga	Ventilation

CERTIFICATE OF LIABILITY INSURANCE

THE CANADIAN INDEMNITY COMPANY  
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

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

THIS IS TO CERTIFY THAT JOHN WHEELWRIGHT LIMITED  
(CONTRACTOR)

Whose Address is 110 Fenmar Drive, Weston, Ontario M9L 1M5.

has comprehensive liability insurance in this Company under Policy  
No. 3L 5849 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 April 1st, 1980

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

With respect to Contract No. 79-33 for the Construction of  
Peel Village Recreation Centre

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

DATE: August 13th, 1979

COUNTERSIGNED: \_\_\_\_\_

**JARVIS INSURANCE AGENCY LTD.**  
PER: 

PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-1016-79

Contract 79-33 ✓

Account \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we John Wheelwright Limited  
(The Contractor)

hereinafter called "The Principal", and  
UNITED STATES FIDELITY AND GUARANTY 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 \$ 591,496.00 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  
13th of August, 19 79.

Whereas by an Agreement in writing dated the 25th day of July 19 79, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the construction, ~~alteration, repair, or maintenance~~ of Peel Village Recreation Centre.  
(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

M. J. Jadowski  
Witness signs here

JOHN WHEELWRIGHT LIMITED  
Donald H. ... (Seal)  
Principal signs here and seal where applicable

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

R. Salmela  
Witness signs here

UNITED STATES FIDELITY AND GUARANTY COMPANY  
Reijo Salmela (Seal)  
Surety Company Officer signs here with seal  
(Reijo Salmela) Attorney-in-fact

  
**UNITED STATES FIDELITY AND GUARANTY COMPANY**  
TORONTO MONTREAL

**LABOUR AND MATERIAL PAYMENT BOND**  
(Trustee Form)

No. 83-0120-1016A-79

\$ 591,496.00

Note: This Bond is issued simultaneously with another Bond in favour of the Oblige conditioned for the full and faithful performance of the Contract.

**Know All Men by These Presents That**

JOHN WHEELWRIGHT LIMITED

hereinafter called the Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation created and existing under the laws of the State of Maryland, and with Principal Office for Canada located in the City of Toronto, Ontario, and duly authorized to transact the business of Suretyship in all provinces and territories in Canada, as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto

CORPORATION OF THE CITY OF BRAMPTON

as Trustee,  
hereinafter called the Oblige, for the use and benefit of the Claimants, their and each of their heirs, executors, administrators, successors and assigns in the amount of FIVE HUNDRED AND NINETY ONE THOUSAND, FOUR HUNDRED AND NINETY SIX ----- Dollars,  
(\$ 591,496.00 ) of 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 Oblige, dated the 25th day of July 19 79 , for the construction of Peel Village Recreation Centre.

which contract, Specifications & Drawings are by reference made a part hereof, and is hereinafter referred to as the Contract.

**Now, Therefore, the Condition of This Obligation** is such that if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, in accordance with and in the manner provided for in



the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors' Equipment" published prior to the period during which the equipment was used in the performance of the Contract.

- (2) The Principal, and the Surety hereby jointly and severally agree with the Oblige, as Trustee, that every Claimant who has not been paid as provided for under the terms of his contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon. Provided, that the Oblige is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Oblige or by joining the Oblige as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Oblige against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Oblige by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Oblige to sue on and enforce the provisions of this Bond.
- (3) No suit or action shall be commenced hereunder by any Claimant:
  - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Oblige, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Oblige, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
    - (1) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the Mechanics' Liens Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
    - (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal;
  - (b) after the expiration of one (1) year following the date on which Principal ceased work on the Contract, including work performed under the guarantee provided in the Contract;
  - (c) other than in a court of competent jurisdiction in the Province or District of Canada in which the subject matter of the Contract, or any part thereof, is situated and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
- (4) The Surety agrees not to take advantage of Article 1959 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothecs and privileges of said Claimant.
- (5) Any material change in the contract between the Principal and the Oblige shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
- (6) The amount of this Bond shall be reduced by, and to the extent of any payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Mechanics' Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.
- (7) The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

**In Witness Whereof**, the Principal and the Surety have Signed and Sealed this Bond this 13th day of August, 19 79 .

**Signed and Sealed**  
In the presence of:



*W. J. H.* (SEAL)  
*Donald H. H. H.* (SEAL)  
*[Signature]* (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

*[Signature]*  
.....  
(Reijo Salmela) Attorney-in-fact

Endorsed by:  
Canadian Construction Documents Committee  
The Royal Architectural Institute of Canada  
The Association of Consulting Engineers of Canada  
Canadian Construction Association  
The Canadian Council of Professional Engineers  
Construction Specifications Canada

Approved by Insurance Bureau of Canada

PASSED July 23rd 19 79

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# BY-LAW

No. 178-79

To authorize the execution of  
an agreement with JOHN WHEELWRIGHT  
LIMITED - Contract No. 79-33 (for  
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Recreation Centre)