UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

PERFORMANCE BOND

No. 83-0120-5357-71 $ 4,496.25

Know all Men by these Presents That D. L. STEPHENS CONTRACTING NIAGARA LIMITED, St. Catharines, Ontario,

as Principal, 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, as Surety, hereinafter called the Surety, are held and firmly bound unto

TOWN OF PELHAM

as Obligee, hereinafter called the Obligee, in the amount of FOUR THOUSAND, FOUR HUNDRED AND NINETY-SIX---25/100 Dollars, ($ 4,496.25) 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 day of 1971, for Re-alignment and Improvement Intersection of Pine Crest Place and Highway 20 - Curbs and Gutters,

in accordance with the plans and specifications submitted therefor which contract, plans and specifications and amendments thereto, to the extent herein provided for, 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 Principal shall promptly and faithfully perform said Contract (including any amendments thereto, provided such amendments do not collectively increase the amount to be paid to the Principal by more than 10% of the amount of the Contract except with the written consent of the Surety) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be, in default under the Contract, the Obligee having performed 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 Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and 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 Obligee to Principal under the Contract, less the amount properly paid by Obligee to Principal.

Any suit under this Bond must be instituted before the expiration of one (1) year from 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 Obligee. -

In Testimony Whereof, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact,

this 14th day October 1971.

Signed, Sealed and Delivered
In the presence of:

UNITED STATES FIDELITY AND GUARANTY COMPANY

MARION CARRICK, Attorney-in-fact

Can. F&S 637
Approved by Canadian Construction Association.

thereon and any loss or damage resulting to the Obligee 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 Obligee 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, Surety and Obligee, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, Surety and Obligee 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 (i) 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; (ii) 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 guarantees 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 amount of this Bond shall be reduced by and to the extent of any payment or 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.

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

In Testimony Whereof, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact the day and year first above written.

Signed, Sealed and Delivered

In the presence of:

UNITED STATES FIDELITY AND GUARANTY COMPANY

Marion Carrick

MARION CARRICK, Attorney-in-fact

UNITED STATES FIDELITY AND GUARANTY COMPANY

TORONTO – MONTREAL

(A Stock Company)

AGREEMENT TO PERFORMANCE AND LABOUR MATERIAL PAYMENT BOND

Bond No. 83-0120-5357-71A

NAME OF OWNER: TOWN OF PELHAM

DESCRIPTION OF PROJECT:

RE-ALIGNMENT AND IMPROVEMENT INTERSECTION OF PINE CREST PLACE AND HWY 20 - CURBS AND GUTTERS.

We, the undersigned, hereby agree to become bound as surety for D.L. STEPHENS CONTRACTING NIAGARA LIMITED

(*name of tenderer*) in a Performance Bond in the sum of 100 % of the contract amount, and a Labour and Material Payment Bond in the sum of 50 % of the contract amount, and conforming to the Instruments of Contract for the full and due performance of the works shown and described herein, if the tender attached hereto is accepted by the owner, and the bond is requested within 30 days from the date of acceptance of the tender.

Signed, sealed and dated this 2nd day of September , 1971 .

UNITED STATES FIDELITY AND GUARANTY COMPANY

Witness: Name ....

Address ....

....

By: ....

Attorney-in-fact.

Can. F&S 791 (11-68)

UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

BID BOND

No. 83-0120-5357-71 $500.00

Know All Men by These Presents That D.L. STEPHENS CONTRACTING NIAGARA LIMITED

as Principal,

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, as Surety, hereinafter called the Surety, are held and firmly bound unto TOWN OF PELHAM

as Obligee,

hereinafter called the Obligee, in the amount of FIVE HUNDRED -- Dollars

($ 500.00) 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 submitted a written tender to the Obligee, dated the 2nd day of September 1971, for RE-ALIGNMENT AND IMPROVEMENT INTERSECTION OF PINE CREST PLACE & HWY 20 - CURBS AND GUTTERS

Now, Therefore, the Condition of This Obligation is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

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

Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

In Testimony Whereof, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact,

this 2nd day of September 19 71.

Witness as to Principal (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Attorney-in-fact

Contract Bond Canada 636
Approved by Canadian Construction Association.