

FOR USE WITH PROCTOR & REDFERN LTD. GENERAL CONDITIONS (CD-1) AND SUPPLEMENTARY CONDITIONS
CERTIFICATE OF INSURANCE

This is to certify that in connection with a contract between

THE TOWN OF PELHAM

(Owner) and

M. J. STORM LIMITED

(Contractor)

for (name of project) CONSTRUCTION OF FORT HILL CORE STORM SEWERS

Proctor & Redfern Limited Project No. E.O. 78106 that:

Name of Assured (Contractor): M. J. STORM LIMITED

Address of Assured: SPEAR ROAD, FORT ERIE, ONTARIO

is insured by COMMERCIAL UNION ASSURANCE COMPANY

which insurance is listed below:

Coverage

Policy Number

Contractual Liability

367 C 543

Cross Liability

367 C 543

Contingent Employer's Liability

367 C 543.

Completed Operations Liability

367 C 543

Non-Owned Automobile Liability

995A190

Automobile Insurance

258B242.

* Damage Insurance

none

- We certify that all Liability Insurance listed above complies with Clause 24 of the General Conditions of the Contract, a copy of which is attached hereto and is in the joint names of:

(Owner) and;

(Contractor) and;

All subcontractors

and;

Proctor & Redfern Limited (Engineer)

- We certify that all Automobile Insurance listed above complies with Clause 25 of the General Conditions of the Contract, a copy of which is attached hereto.

*-- We certify all Damage Insurance listed above complies with Clause 28 of the General Conditions of the Contract, a copy of which is attached hereto and is in the joint names as listed above for Liability Insurance.

- We certify that all insurance policies listed above shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior notice to all parties named in the policies listed above.

Date Nov. 29, 1978

Name of Insurance Company

Commercial Union Assurance

110 King St. W. Suite 400, Hamilton, Ont.

Address AGENCY LIMITED

Authorized Signature

* If the Supplementary General Conditions cancels Damage Insurance, then delete these references.

LABOUR AND MATERIAL PAYMENT BOND
(TRUSTEE FORM)

C.C.A. Document No. (S) 22



Canadian General Insurance Company
TORONTO, CANADA

\$ 23,321.59

No. 1906515

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

KNOW ALL MEN BY THESE PRESENTS THAT

M. J. STORM LIMITED

as Principal,

hereinafter called the Principal, and CANADIAN GENERAL INSURANCE COMPANY

a corporation created and existing under the laws of Canada

and duly authorized to transact the business of Suretyship in Canada

as Surety, hereinafter called the Surety are, subject to the conditions hereinafter contained, held and firmly bound unto

TOWN OF PELHAM

as Trustee,

hereinafter called the Obligee, for the use and benefit of the Claimants, their and each of their heirs, executors,

administrators, successors and assigns, in the amount of TWENTY-THREE THOUSAND, THREE HUNDRED AND TWENTY-ONE AND -----59/100 Dollars (\$ 23,321.59)

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 Obligee, dated the

day of 19 , for CONSTRUCTION OF FONTHILL CORE STORM SEWERS
IN THE TOWN OF PELHAM, ONTARIO

which contract, Specifications and 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 payments 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.

PERFORMANCE BOND

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



Canadian General Insurance Company

TORONTO, CANADA

\$ 23,321.59

No. 19C6514

KNOW ALL MEN BY THESE PRESENTS THAT

M. J. STORM LIMITED

as Principal,

hereinafter called the Principal, and CANADIAN GENERAL INSURANCE COMPANY

a corporation created and existing under the laws of Canada

and duly authorized to transact the business of Suretyship in Canada

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 TWENTY-THREE THOUSAND, THREE HUNDRED AND TWENTY-ONE AND -----

-----59/100 Dollars (\$ 23,321.59)
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 19 , for CONSTRUCTION OF FONTHILL CORE STORM SEWERS
IN THE TOWN OF PELHAM, ONTARIO

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 23rd

day of NOVEMBER, 1978 .

SIGNED and SEALED

in the presence of:

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M. J. STORM LIMITED

By

Principal

CANADIAN GENERAL INSURANCE COMPANY

By

K. R. JEWITT,

Attorney In Fact