



Workmen's
Compensation
Board

Area
Office

Certificate of Clearance

RECEIVED DEC 1 1981

Rate 753 Excavating
736 Roadmaking

656 Trucking

The Workmen's Compensation Board hereby waives its rights under Section 9(3) of The Workmen's Compensation Act to hold the principal named below liable for any Section 9(3) liability of the Contractor, also named below, for assessments and levies of the Board owing now or within 37 days from the date of this Certificate.

Name and address of Contractor

Account number

Hugh Cole Construction
Limited
151 Main St. E.
P.O. Box 220
Grimsby, Ont.
L3M 4G3

1598082

Effective date

Nov. 30, 1981

Contract description:

Sanitary Sewage Foreman
Fenwick Contract #2
Project E0 81490

HAMILTON OFFICE

Name and address of Principal

Mr. M. Hackett, Clerk Treasurer
Town of Pelham

Valid **only** when signed by an authorized Officer of the Board

0196 (09/79)

Insurance Certificate

THIS IS TO CERTIFY TO: Town of Pelham
P. O. Box 400, Fonthill, Ontario L0S 1E0

THAT THE FOLLOWING INSURANCE IS IN FULL FORCE AND EFFECT:

INSURED: Hugh Cole Construction Limited

INSURER: Canadian Surety Company

POLICY NO: 3031373

EXPIRY DATE: September 30th, 1982

KIND OF INSURANCE: Comprehensive General Liability
Bodily Injury and Property Damage Inclusive Limit \$1,000,000.

POLICY EXTENSIONS: Occurrence Property Damage
Personal Injury
Broad Form Property Damage
Blanket Written Contractual - Non-Reporting
Employees as Additional Insureds
Non-Owned Automobile
Contingent Employers Liability
Products/Completed Operations
Cross Liability
Independent Contractors
Blanket Additional Insureds
Intentional Injury for the Purpose of Protecting
Persons or Property

LOCATIONS OF OPERATIONS COVERED: All operations of the Insured.

Re: - Project # EO-81490 - construction of a sanitary sewage
forcemain for the Fenwick Community in the Town of Pelham
and City of Welland.

It is hereby understood and agreed that the Town of Pelham is to be added to this policy as an additional Insured but only with respect to operations performed by Hugh Cole Construction Limited.

Note

This Certificate is only a statement of the existence of the policy or policies of insurance herein referred to and neither affirmatively nor negatively amends, extends or alters the coverage afforded by any policy described herein.

In the event of any material change in, or cancellation of said policies, the under-signed company will endeavour to give 30 days notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Issued at Toronto, Ontario.

CANADIAN SURETY COMPANY

(COMPANY)
MORRIS & MACKENZIE LIMITED

Date November 26th, 19 81

PER *B. Bourque*
AUTHORIZED REPRESENTATIVE



MORRIS & MACKENZIE LIMITED

1901 YONGE STREET, TORONTO, ONTARIO M4S 1Y6 TELEPHONE 482-7400

WESTERN SURETY COMPANY

HEAD OFFICE: REGINA, SASKATCHEWAN

MORRIS & MACKENZIE LIMITED

PROVINCIAL AGENT AND ATTORNEY

1901 YONGE STREET, TORONTO, ONTARIO M4S 2Z1

482-7400

Bond No. 02-1-99456

OBLIGEE: THE CORPORATION OF THE TOWN OF PELHAM

AGREEMENT to BOND

We, the undersigned, hereby agree to become bound as
Surety for HUGH COLE CONSTRUCTION LIMITED
in a bond totalling ONE HUNDRED/ONE HUNDRED Per Cent. (100/100%)
of the contract amount, and conforming to the Instruments of
Contract attached hereto, for the full and due performance of
the works shown as described herein, if the Tender for
FENWICK SEWAGE WORKS, CONTRACT NO. 2, SEWAGE FORCEMAIN, PROJECT NO. E.O. 81490

is accepted by the Owner.

It is a condition of this Agreement that if the above
mentioned Tender is accepted, application for a Performance Bond
(and a Labour and Material Payment Bond) must be made to the
undersigned within thirty (30) days of the execution of the contract
related thereto, otherwise this Agreement shall be null and void.

DATED this 27th day of October, 19 81

WESTERN SURETY COMPANY

By: Mary Lu Tripp.....
Mary Lu Tripp Attorney-in-fact

WESTERN SURETY COMPANY

HEAD OFFICE: REGINA, SASKATCHEWAN

BID BOND

No. 02-1-99456 \$ 40,000.00

KNOW ALL MEN BY THESE PRESENTS THAT HUGH COLE CONSTRUCTION LIMITED

as Principal,

hereinafter called the Principal, and WESTERN SURETY COMPANY, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship, as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE TOWN OF PELHAM

as Obligee, hereinafter called the Obligee,

in the amount of FORTY THOUSAND AND 00/100 Dollars (\$40,000.00)

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, such tender being called the 29th day of October, 19 81, for FENWICK SEWAGE WORKS, CONTRACT NO. 2, SEWAGE FORCEMAIN, PROJECT NO. E.O.81490

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 for not less than 50% of the accepted tender price 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 Principal and 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 WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this 27th day of October, 19 81.

SIGNED and SEALED
In the presence of

HUGH COLE CONSTRUCTION LIMITED (SEAL)
Per: (SEAL)
(SEAL)

Western Surety Company

Per Mary Lu Tripp
Mary Lu Tripp, Attorney-In-Fact

WESTERN SURETY COMPANY

HEAD OFFICE: REGINA, SASKATCHEWAN

MORRIS & MACKENZIE LIMITED

PROVINCIAL AGENT AND ATTORNEY

1901 YONGE STREET, TORONTO, ONTARIO M4S 2Z1

482-7400

LABOUR AND MATERIAL PAYMENT BOND

(Private Contracts—Trustee Form)

No. 02-1-99456

\$ 340,545.00

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 HUGH COLE CONSTRUCTION LIMITED

as Principal,

hereinafter called the Principal, and WESTERN SURETY COMPANY

a corporation created and existing under the laws of Canada

CANADA

and duly authorized to transact the business of Suretyship in

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

THE CORPORATION OF THE TOWN OF PELHAM

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 THREE HUNDRED AND FORTY THOUSAND, FIVE HUNDRED

AND FORTY-FIVE AND 00/100 Dollars (\$ 340,545.00)

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

day of 19 , for CONSTRUCTION OF SANITARY SEWAGE FORCEMAIN FOR

FENWICK COMMUNITY, TOWN OF PELHAM, CITY OF WELLAND, CONTRACT NO. 2, PROJECT E.O. 81490,

INCLUDING MAINTENANCE FOR A PERIOD OF TWO (2) YEARS FROM DATE OF COMPLETION

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 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 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 the 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 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. 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.

6. 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 26th
day of November 19 81

Endorsed by

Insurance Bureau of Canada
The Royal Architectural Institute of Canada
The Association of Consulting Engineers of Canada
The Engineering Institute of Canada
The Specification Writers Association of Canada

Approved by Canadian Construction Association, 1972

HUGH COLE CONSTRUCTION LIMITED

Per:-

WESTERN SURETY COMPANY

By

Attorney-in-Fact

Mary Lu Tripp

WESTERN SURETY COMPANY

HEAD OFFICE: REGINA, SASKATCHEWAN

PERFORMANCE BOND

No. 02-1-99456

\$ 340,545.00

KNOW ALL MEN BY THESE PRESENTS THAT HUGH COLE CONSTRUCTION LIMITED

as Principal,
hereinafter called the Principal, and Western Surety Company, a corporation created and existing under the laws of Canada
and duly authorized to transact the business of Suretyship, as Surety, hereinafter called the Surety, are held and firmly
bound unto THE CORPORATION OF THE TOWN OF PELHAM

as Oblige, hereinafter called the Oblige,
in the amount of THREE HUNDRED AND FORTY THOUSAND, FIVE HUNDRED AND FORTY-FIVE AND ---
00/100

Dollars (\$340,545.00) 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 Oblige, dated the day of
19, for CONSTRUCTION OF SANITARY SEWAGE FORCEMAIN FOR FENWICK COMMUNITY, TOWN OF PELHAM,
CITY OF WELLAND, CONTRACT NO. 2, PROJECT E.O. 81490, INCLUDING MAINTENANCE FOR A PERIOD OF
TWO (2) YEARS FROM DATE OF COMPLETION

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 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 Oblige to be, in default under the Contract, the Oblige having per-
formed the Oblige'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 Oblige for completing the Contract in accordance with its terms and
conditions, and upon determination by the Oblige and Surety of the lowest responsible bidder, arrange for a contract
between such bidder and the Oblige 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 Oblige to the Principal under
the Contract, less the amount properly paid by the Oblige to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years 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 Oblige named
herein or the heirs, executors, administrators or successors of the Oblige.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this bond this 26th day of
November 81
19

SIGNED and SEALED
in the presence of

HUGH COLE CONSTRUCTION LIMITED

Per: 

WESTERN SURETY COMPANY

By: 

Mary Lu Tripp, Attorney-In-Fact

Endorsed by The Royal Architectural Institute of Canada, The Association of Consulting Engineers of Canada, The Canadian Construction
Association, The Engineering Institute of Canada and The Specification Writers Association of Canada.

Approved by Insurance Bureau of Canada.