



**Document 0061 90B-A**  
**Labour and Material Payment Bond**  
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**Alberta Infrastructure**

4. No suit or action shall be commenced pursuant to clause 3. hereof by any claimant unless such claimant shall give notice within the time limits hereinafter set forth, to each of the Principal, Surety and Minister, stating the amount that is claimed. Such notice shall be served by mailing the same to the Principal, Surety and Minister at the addresses shown in this bond, or served in any manner in which legal process may be served in the Province of Alberta. Such notice shall be given:
  - (a) in respect of any claim for the amount or any portion thereof required to be held back from the claimant by the Principal or subcontractor under the terms of the claimant's contract with the Principal or subcontractor, within 120 days after such claimant should have been paid in full under the claimant's contract with the Principal or subcontractor,
  - (b) in respect of any claim other than for the holdback or portion thereof, referred to above, within 120 days after the date upon which such claimant did or performed the last of the work or furnished the last materials for which such claim was made under the claimant's contract.
5. Any suit by a claimant under this Bond shall be instituted before the expiration of 1 year from the date on which the Principal ceased work on the Contract, including work under the guarantees and warranties provided in the Contract, and shall be instituted in a court of competent jurisdiction in the Province of Alberta.
6. Upon receipt, at the address shown in this bond, by the Surety, of a notice of claim from a claimant, the Surety shall:
  - (a) immediately commence its investigation of the claim, and
  - (b) within 15 days, send, in writing, to the claimant and the Minister, an acknowledgement of the notice of claim and a statement of the procedures to be followed by the claimant in order to attempt to settle the claim.
7. Pursuant to clause 6. hereof and following compliance with the procedures referred to in clause 6. and;
  - (a) providing the claim is not being disputed, the Surety or the Principal, or both, shall make payment to the claimant within 30 days after the date of agreement on the quantum of the claim; or
  - (b) in the event the claim is being disputed, the Surety or the Principal, or both, shall, within 30 days, notify, in writing, the claimant and the Minister of the dispute, setting out the grounds of dispute.
8. Any material change in the Contract between the Principal and the Minister shall not prejudice the rights or interests of any claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
9. 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, by the Surety.
10. Where the aggregate of claims appears to the Minister to exceed the sum of the bond amount and money due and payable to the Principal, the Minister and the Surety may agree to suspend payment until all claimants have substantiated their claims.
11. The Surety shall not be liable for a greater sum than the maximum amount specified in this Bond.

ADDRESSES FOR NOTICES shall be:

MINISTER at Infrastructure, Corporate Strategies & Services, Procurement Branch #2700, 2<sup>nd</sup> Floor, 6950-113 Street, Edmonton, Alberta T6H 5V7, Attention Tender Administrator

PRINCIPAL: \_\_\_\_\_

SURETY: Trisura Guarantee Insurance Company

IN WITNESS WHEREOF the Principal and the Surety have signed and sealed this Bond, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNED, SEALED and DELIVERED by  
the Principal

Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signing Capacity of Person Signing

SIGNED, SEALED and DELIVERED by  
the Surety

Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signing Capacity of Person Signing

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1055 West Georgia St.  
Suite 3020  
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