

BID BOND

Surety Company's Bond No.

KNOW ALL MEN BY THESE PRESENT THAT

of

in the province of

(the "Principal")

AND

TRISURA GUARANTEE INSURANCE COMPANY

a corporation created and existing under the laws of Canada and satisfactory to The City Solicitor and allowed by the laws of the Province of Alberta to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, (hereinafter called "the Surety"), are jointly and severally held and firmly bound unto The City of Calgary, a municipal corporation (the "Obligee") in penal sum of an amount not less than ten percent (10%) of the Total Tender Price in lawful money of Canada, to the payment of which sum well and truly to be made to the Obligee, its successors or assigns, the Principal binds itself, its successors and assigns and the Surety binds itself, its successors and assigns, both jointly and severally, firmly by THESE PRESENTS:

WHEREAS the Obligee has called for tenders on the under mentioned project and has required as a condition of considering a tender that it be accompanied by a bid bond by the Principal and an approved surety in an amount not less than that specified in the Tender Documents.

AND WHEREAS the Principal has submitted a written tender to the Obligee on the required form and the condition of this obligation is such that if the aforesaid Principal shall have the tender accepted within the time frame set out in the Information Table and the said Principal will, within the time required, enter into the agreement and give good and sufficient bond(s) to secure the performance of the terms and conditions of the agreement, 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 claim under this Bond must be instituted before the expiration of six months from the date of this Bond.

AND the Surety further stipulates and agrees that the Surety shall be and remain bound on the obligation of this Bond whether or not the same has been executed by the Principal and whether or not there is any defect or insufficiency in the execution thereof by the Principal.

IN WITNESS WHEREOF the Principal has executed this Bond under seal and Surety has caused its corporate seal to be hereunto affixed duly attested by the hands of its proper signing officers or by its duly appointed attorney-in-fact.

SIGNED, SEALED AND DELIVERED BY:

The Principal:

Name of Person Signing

Signature(Affix Seal)

The Surety: **TRISURA GUARANTEE INSURANCE COMPANY**

Name of Person Signing

Signature(Affix Seal)