



City of Edmonton Labour & Material Payment Bond

Bond No.

KNOW ALL MEN BY THESE PRESENTS THAT _____ as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of Alberta as Surety, hereinafter called the Surety, are subject to the conditions hereinafter contained jointly and severally held and firmly bound unto the **City of Edmonton** hereinafter called the Obligee, for the use and benefit of the Claimants, as hereinafter defined, their and each of their heirs, executors, administrators, successors and assigns, in the amount of _____ /100 Dollars (\$) _____), 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 _____, hereinafter referred to as the Contract, pursuant to which the Principal has agreed to carry out the following work:

in accordance with the terms and conditions of the Contract, the Contract being by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labour and material used or reasonable required for us in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant 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 of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its 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 its contract with the Principal and have execution thereon; provided always that the Obligee 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 Obligee or by joining the Obligee as a party to such action or 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 Obligee against all costs, including solicitor client costs, charges and expenses or liabilities incurred thereunder 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, but shall not be required to, 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, the Surety and the Obligee, 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 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 Builder's Lien 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 the Principal ceased work on the Contract, including work performed under the maintenance period 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 hereunder, inclusive of the payment by the Surety of builders' liens which may be filed of record against said work, whether or not claim for the amount of such lien be presented under and against the bond.
5. The Surety shall not be liable for a greater sum than the specified amount of this Bond.
6. Any material change in the Contract between the Principal and the Obligee shall not prejudice the rights or interest of a Claimant under this Bond who is not instrumental in bringing about or has not caused such change.

IN TESTIMONY THEREOF, 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 duly authorized signing authority, on

TRISURA GUARANTEE INSURANCE COMPANY

 Authorized Signature (Seal)

 _____(Seal)
 , Attorney-In-Fact

 Printed Name of Authorized Officer

 Position of Authorized Officer

Vancouver Office
 1055 West Georgia St.
 Suite 3020, Box 11160
 Vancouver, BC V6E 3R5
 Tel: (604) 688-5641
 Fax: (604) 688-5826

Calgary Office
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 Tel: (403) 663-3343
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Toronto Office
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 Suite 1610
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