



Nova Scotia

DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL

CONTRACT MAINTENANCE BOND

Bond Number: _____

Contract Number: _____

Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that we _____,

(Contractor)

as Principal, (hereinafter called "the Principal"), and **TRISURA GUARANTEE INSURANCE**

COMPANY, as Surety,

(Bonding Company)

(hereinafter called "the Surety"), are jointly and severally held and firmly

bound unto **HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF NOVA**

SCOTIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND

INFRASTRUCTURE RENEWAL, as Obligee, (hereinafter called "the Obligee"),

and Her Successors, in the full and just sum of _____,

Dollars (\$) _____) of lawful money of Canada, to be paid

unto the Obligee, for which payment well and truly to be made, we the

Principal and the Surety bind ourselves, and each of our heirs, executors,

administrators, successors and assigns, jointly and severally, firmly by

these Presents.

SIGNED AND SEALED with our respective seals and dated this _____

day of _____, _____.

WHEREAS by an agreement in writing dated the _____ day of _____, _____, the Principal has entered into a contract with the Obligee, (hereinafter called "the Contract"); for _____

AND WHEREAS it is provided in the Contract that the Principal shall maintain and repair the work

(Description of work to be maintained)

for

(Period of time)

after the date of acceptance of the Contract, being from the date of

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal, its heirs, executors, administrators, successors and assigns, shall faithfully maintain, repair and keep in repair the said work in accordance with the Contract, and according to the terms, covenants and conditions thereof, for the period of time specified above, then this obligation shall be void, **BUT OTHERWISE** it shall remain in full force and effect.

PROVIDED HOWEVER,

- (a) That in the event of a failure on the part of the Principal in the maintenance or repair of the said work, written notice thereof, with a verified statement of the particular facts, showing such failure and the date thereof, shall, within thirty (30) days after such failure has come to the notice of the Obligee, be given to the Surety at **333 Bay Street, Suite 1610, Toronto, ON, M5H 2R2**
- (b) That in case of such default on the part of the Principal, the Surety shall have the right, if it so desires, to complete or procure the completion from time to time of any necessary repairs.
- (c) That in no event shall the Surety be liable for any maintenance or repair of work damaged or destroyed by an act of God, or the public enemies, or mobs, or riots, or civil commotion; nor in any event shall the Surety be subject to any suit, action or other proceeding upon this Bond that is instituted later than the _____ day of _____,

AND PROVIDED FURTHER that the Surety shall not be liable under any other Bond issued with respect to the Contract.

SIGNED, SEALED AND DELIVERED) _____
in the presence of)

WITNESS)

(Address))

(Occupation))

PRINCIPAL

WITNESS)

(Address))

(Occupation))

TRISURA GUARANTEE INSURANCE COMPANY
SURETY

, Attorney-in-fact