



Nova Scotia

DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL

PAYMENT 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, (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 Trustee, hereinafter called the "Obligee", Her Successors, or its heirs, executors, administrators, successors or assigns as the case may be, for the use and benefit of Claimants, their and each of their heirs, executors, administrators, successors and assigns, in the amount of _____, Dollars (\$)) 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.

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: _____

as in the Contract provided, which Contract is by reference made a part hereof, as fully to all intents and purpose as though recited in full herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall at all times promptly make payment to all Claimants for all work, materials or services used or reasonably required for use in performance of the Contract, or as the same may be changed, altered or varied, to the satisfaction of the Obligee, then this obligation shall be void, **BUT OTHERWISE** it shall remain in full force and effect.

PROVIDED ALWAYS, that any changes, alterations, or variations which may be made between the Principal and the Obligee or Her Successors, or its heirs, executors, administrators, successors, or assigns as the case may be, in the terms of the Contract or in the nature of the work to be done thereunder, or the giving by the Obligee or Her Successors or its heirs, executors, administrators, successors, or assigns as the case may be, of any extension or extensions of time for performing the Contract, or any stipulation therein, and on the part of the Principal to be performed, or the exercise by the Obligee, or Her Successors, or its heirs, executors, administrators, successors, or assigns as the case may be, of any of the rights or powers reserved to the Obligee or them under the Contract, or any forbearance on the part of the Obligee or Her Successors, or its heirs, executors, administrators, successors, or assigns as the case may be, to exercise any such rights or powers, or any dealing, transaction,

forbearance or forgiveness between the Obligee or Her Successors, or its heirs, executors, administrators, successors, or assigns as the case may be, and the Principal, its heirs, executors, administrators, successors, and assigns, or any failure by the Obligee, or Her Successors, or its heirs, executors, administrators, successors, or assigns as the case may be, to inform the Surety, its successors and assigns, of any of the above-mentioned matters, shall not in any way discharge, release or relieve the Principal or Surety or either of them, or either of their heirs, executors, administrators, successors or assigns, from its or their obligation or liability under this bond.

PROVIDED FURTHER and the Principal and Surety hereby jointly and severally agree with the Obligee as Trustee that every Claimant who has not been paid in full before the expiration of a period of sixty (60) days after the date on which the last of such Claimant's work or service was done or performed or materials were placed or furnished by such Claimant, may, as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant, and have execution thereon.

PROVIDED FURTHER, HOWEVER, that notwithstanding the above paragraph no suit or action shall be commenced hereunder by any Claimant:

- (a) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant under either the terms of the Claimant's contract or under the Builders' Lien Act, R.S.N.S.1989, c. 277, before the expiration of sixty (60) days after such Claimant should have been paid such amount or any portion thereof.
- (b) after the expiration of six (6) months following the date on which such Claimant should have been paid in full.

PROVIDED FURTHER and it is hereby agreed and declared that the Obligee is not obligated 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.

PROVIDED FURTHER and it is hereby agreed and declared that where the Principal herein is a sub-contractor under an agreement in writing dated the _____ day of _____, _____, between the Obligee and Her Majesty the Queen in Right of the Province of Nova Scotia, for _____ as in the agreement provided, then the Surety is also bound jointly and severally with the Principal, to the Obligee to reimburse the Obligee or its surety for any amount disbursed under a Payment Bond issued on behalf of the said Obligee with respect to any claim which would also be payable under this bond.

PROVIDED FURTHER and it is hereby agreed and declared that the Surety shall not be liable for greater sum than that specified in this bond.

IN THIS BOND where there is a reference to Claimant it shall mean any person, firm or corporation doing or performing any work or service or placing or furnishing any materials, or both, for any purpose related to the performance of the Contract: work, service and materials being constructed to include all water, gas, power, light, heat, oil, gasoline, telephone, service or rental equipment which is supplied or used for or in connection with the performance of the Contract.

IN WITNESS WHEREOF the Principal and the Surety have executed these presents the day and year first above-written.

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

WITNESS

PRINCIPAL

(Address)

(Occupation)

WITNESS

TRISURA GUARANTEE INSURANCE COMPANY
SURETY

(Address)

, Attorney-in-fact

(Occupation)

1 NOTE: Payment Bond Form when used by **General** Contractors as Security for Contract must designate the Obligee as follows:
“Her Majesty the Queen in the Right of the Province of Nova Scotia as Represented by the Minister of Transportation and Infrastructure Renewal”.