

Received _____
PCAB Signature

Date (DD MMM YYYY)

PERFORMANCE BOND

No. _____

Contract No: _____

Bond Amount \$ _____

_____ as Principal, hereinafter called the Principal, and _____ a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of Saskatchewan, as Surety, hereinafter called the Surety, are held and firmly bound unto **Government of Saskatchewan (Ministry of Highways and Infrastructure)** as Obligee, hereinafter called the Obligee, in the amount of _____ Dollars (\$ _____) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated _____ day of _____, in the year _____ for _____ hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;
- 4) pay the Obligee the lesser of (1) the Bond Amount or (2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated _____ day of _____, in the year _____

SIGNED and SEALED

Principal

in the presence of

 Signature

ATTORNEY IN FACT

 Name of person signing

Surety

 Signature

 Name of person signing

... /2

All notices, and correspondence shall be delivered by facsimile or email at the addresses set out below.

MINISTRY OF HIGHWAYS AND INFRASTRUCTURE		600 - 1855 Victoria Ave, Regina SK S4P 3T2
Procurement & Contract Administration Branch		Fax: (306) 798-0431
		Email: mhicontracts@gov.sk.ca
THE SURETY	THE CONTRACTOR	

Signature to this Performance Bond means the Surety and Principal recognize and will follow the *Procedural Guide For Claims or Potential Claims under Performance Bonds (October 26, 2015)*

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

Calgary Office
421 7th Avenue SW
Suite 3730
Calgary, AB, T2P 4K9
Tel: (403) 663-3343
Fax: (416) 214-9597

Toronto Office
333 Bay St.
Suite 1610
Toronto, ON M5H 2R2
Tel: (416) 214-2555
Fax: (416) 214-9597

Montréal Office
1501 McGill College Ave
Suite 1620
Montréal, QC H3A 3M8
Tel: (514) 845-4555
Fax: (514) 845-6876

Halifax Office
201 Brownlow Ave
Suite 4
Dartmouth, NS B3B 1W2
Tel: (902) 468-6889
Fax: (416) 214-9597