

**PROVINCE OF MANITOBA  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**LABOUR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that ....., his/its heirs, executors, administrators, successors or assigns, hereinafter called the Principal, and ....., his/its heirs, executors, administrators, successors or assigns, hereinafter called the Surety, are held and firmly bound unto His Majesty the King in right of the Province of Manitoba, represented by the Minister of Transportation and Infrastructure of the Province of Manitoba, his successors and assigns, hereinafter called the Obligee, for the use and benefit of claimants as hereinbelow defined, in the amount of .....DOLLARS (\$..... ), of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has, by a written Agreement dated the ..... day of .....A.D. 20....., entered into a Contract with the Obligee for the construction of

as more particularly and fully set out in the said Agreement or Contract, which said Agreement or Contract is 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, service and material used or reasonably required for use 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, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent 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 above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon.

- 3) No suit or action shall be commenced hereunder by any claimant (a) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba; (b) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract; (c) other than in a court of competent jurisdiction in the Province of Manitoba.
  
- 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 Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
  
- 5) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto 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 authorized signature of its signing authority this ..... day of ..... A.D. 20..... .

SIGNED, SEALED AND DELIVERED  
in the Presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety Seal