

**PROVINCE OF MANITOBA  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
PERFORMANCE 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, 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.

AND WHEREAS the Surety has agreed to execute these presents to secure the due and  
faithful observance and performance on the part of the said Principal of all the obligations of the said  
Agreement or Contract as in the said Agreement or Contract set forth, or as the same may be  
changed, altered or varied as hereinafter or by said Agreement or Contract provided.

NOW THEREFORE, the Condition of this bond is such that if the Principal shall duly and  
faithfully observe and perform all the obligations of the said Agreement or Contract, as in the said  
Agreement or Contract set forth, or as the same may be changed, altered or varied, as hereinafter or  
by said Agreement or Contract provided, and shall fully indemnify and save harmless the Obligee  
against and from any and all loss or damage or costs which the Obligee may suffer or become liable  
for by reason of or incidental to the failure so to do, and shall fully reimburse and repay the Obligee  
for all outlay and expense which it may incur or become liable for in making good any such failure,  
then this Bond shall be null and void, otherwise it shall remain in full force and effect.

Provided always, and it is hereby agreed and declared, that the Obligee and the Principal have  
the right at any time and from time to time to make any changes, any alterations or any variations in  
any of the obligations of the aforesaid Agreement or Contract, and that without in any way restricting  
the generality of the foregoing, the Obligee in its discretion at any time and from time to time may  
grant any extension of time to the said Principal in which to observe and perform any one or more or  
all of the obligations of the aforesaid Agreement or Contract, notice of which changes, alterations,  
variations, extensions of time to the Surety is hereby waived, and the Obligee may demand and  
receive from the Principal any security or undertakings whatsoever.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any labour, service or material used or reasonably required for use in the performance of the Contract.

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