



Nova Scotia

DEPARTMENT OF PUBLIC WORKS

CONTRACT MAINTENANCE BOND

Bond Number: _____ Contract Number: _____

Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

_____, as Principal
(Contractor)

(hereinafter called the "Principal") and _____

_____, as Surety,
(Bonding Company)

(hereinafter called the "Surety") are jointly and severally held and firmly bound unto Her Majesty the Queen in Right of the Province of Nova Scotia as Represented by the Minister of Public Works, 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 _____, 20____

WHEREAS by an agreement in writing dated the

_____ Day of _____, 20____, 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 _____ after the date
(Period of time)

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 Oblige, be given to the Surety at

(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.

(b) 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

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

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PRINCIPAL

SURETY