



**Nova Scotia**

**DEPARTMENT OF PUBLIC WORKS**

***PERFORMANCE 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 \_\_\_\_\_

\_\_\_\_\_, as Oblige,

(hereinafter called the "Oblige") and Her Successors, or its heirs, executors, administrators,

successors or assigns as the case may be, in the amount of \_\_\_\_\_

\_\_\_\_\_, Dollars (\$) ) of lawful

money of Canada, to be paid unto the Oblige, Her Successors, or its heirs, executors, administrators,

successors or assigns, as the case may be, for which payment well and truly to be made, we the

Principal and the Surety bind ourselves, and each of our respective 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 Oblige, (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, its heirs, executors, administrators, successors and permitted assigns, shall at all times well and truly perform and observe all the covenants, agreements, terms and conditions of the Contract on its and their part to be performed and observed, then this obligation shall be void, BUT OTHERWISE it shall remain in full force and effect.

**PROVIDED THAT** any changes, alterations, or variations

which may be made between the Principal and the Oblige, Her Successors, or its heirs, executors, administrators, successors or assigns as the case may be, in the terms of the Contract, which do not increase the amount of the Contract by more than fifteen per cent (15%), or in the nature of the work to be done thereunder, or the giving by the Oblige 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 Oblige, 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 Oblige or them under the Contract, or any forbearance on the part of the Oblige, Her Successors, or its heirs, executors, administrators, successors, or assigns as the case may be, to exercise any such rights or powers, or any other dealing, transaction, forbearance or forgiveness between the Oblige, 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 Oblige 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 Surety shall not be liable for a greater sum than that specified in this Bond.

**PROVIDED FURTHER** that any suit under this Bond must be instituted before the expiration of one (1) year from date of acceptance by the Obligee of the finished work under the Contract.

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

<b>SIGNED, SEALED AND DELIVERED</b>	)	
in the presence of	)	
	)	
_____	)	_____
<b>WITNESS</b>	)	<b>PRINCIPAL</b>
	)	
	)	
_____	)	
<b>(Address)</b>	)	
	)	
	)	
_____	)	
<b>(Occupation)</b>	)	
	)	
	)	
	)	
_____	)	_____
<b>WITNESS</b>	)	<b>SURETY</b>
	)	
	)	
_____	)	
<b>(Address)</b>	)	
	)	
	)	
_____	)	
<b>(Occupation)</b>	)	
	)	
	)	

\* **NOTE:** Performance Bond Form when used by General Contractors as Security for Contract must designate the Obligee as follows:

“Her Majesty the Queen in Right of the Province of Nova Scotia as Represented by the Minister of Public Works.”