DCL115 (R2008-02)



CLAIMANT’S PAYMENT BOND

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|  |  |
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| **No.** |  |

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Bond Posted as Security Pursuant to the Contract Documents.

**KNOW ALL PERSONS BY THESE PRESENTS**, that

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**As Principal**, hereinafter called the Principal, and

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**As Surety**, hereinafter called the Surety, are subject to the conditions hereinafter contained, held and firmly bound unto,

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| --- | --- |
| **DEFENCE CONSTRUCTION (1951) LIMITED** |  |

**As Obligee**, hereinafter called the Crown, in the total amount of

|  |  |  |
| --- | --- | --- |
|  | Dollars | $ |

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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| --- | --- | --- | --- | --- | --- |
| **SIGNED AND SEALED** this |  | day of |  | 20 |  |

**WHEREAS**, the Principal had entered into a contract with the Crown, dated the

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| --- | --- | --- | --- | --- | --- | --- |
|  | |  | day of |  | 20 |  |
| for |  | | | | | |  |

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**AND WHEREAS**, the Crown has notified the Principal in writing of its intention to withhold contract funds, pursuant to the General Conditions (Claims and Obligations) of the Contract for the following claim(s) registered against the Contract:

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| --- | --- | --- |
| **Date of Notification**  **(yyyy/mm/dd)** | **Claimant** | **Amount** |
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**NOW THEREFORE**, the condition of this obligation is such that this Bond stands in lieu of and as security for the release of the Principal of funds which otherwise would have been withheld by the Crown, by reason of the General Conditions (Claims and Obligations) of the Contract on account of the aforementioned claim(s).

To the intent and condition that if the Principal shall pay or cause to be paid the said claim(s) as the Principal may be directed by the Crown to pay, which claim(s) otherwise the Crown would have been entitled to pay by reason of General Conditions of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect.

The Crown may sue on this Bond, have the right to prosecute the suit to final judgement for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the Financial Administration Act to each such aforementioned claimant.

Provided that, no suit or action shall be instituted by the Crown or its assignees herein against the Surety, unless the claimant(s) shall have commenced, the proceedings to determine the right to payment pursuant to General Conditions of the Contract within one year from the date of notification referred to in the General Conditions of the Contract.

Provided further that:

1. the amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder;
2. the Surety shall not be liable for a greater sum than the total amount specified in this Bond.

**IN WITNESS WHEREOF** these presents have been executed by the Principal under its hands

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| --- | --- | --- | --- | --- | --- |
| and seal and by the Surety by its seal and by the signature of its Attorney this | | | | | |
|  | day of |  | 20 |  | . |

**SIGNED, SEALED AND DELIVERED**

in the presence of:

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| --- | --- | --- |
|  |  |  |
|  |  | Principal |
|  |  |  |
|  |  |  |
|  |  |  |
| Witness |  | Surety |

NOTE: Affix Corporate Seal if applicable.