

**FORM G3: AGREEMENT TO BOND - LABOUR AND MATERIAL PAYMENT**

(See B13)

**AGREEMENT TO BOND**

\_\_\_\_\_  
(hereinafter called the "Surety"), hereby undertakes and agrees with **THE CITY OF WINNIPEG** to become bound as Surety for the Principal,

\_\_\_\_\_  
(Name of Bidder) of

\_\_\_\_\_  
(Place)

the Bidder to you on \_\_\_\_\_, 20\_\_\_\_ for

BID OPPORTUNITY NO. 169 – 2018

NORTH ST BONIFACE WATERMAIN UPGRADES CONTRACT 1

in an amount equal to fifty percent (50%) of the Contract Price for all work shown and described in the Bid Opportunity and performed by the Principal and Subcontractors, if our Principal's Bid is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period. The Performance Bond shall be in the form specified in the Bid Opportunity.

It is a condition that this Agreement to Bond shall become null and void if the Performance Bond mentioned above is not required from our Principal within forty-five (45) Calendar Days following the Submission Deadline.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)