

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)

(See "Bid Security" clause in Tender document)

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee") in the sum of ten percent (10%) of the Total Bid Price set out in the Bid hereinafter described, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Bid to the Obligee for

TENDER NO. _____

CONTRACT TITLE _____

as more fully set out in the Tender.

NOW THEREFORE the condition of this obligation is such that if the Bid of the Principal is not accepted, or if said Bid is accepted and the Principal, in accordance with the terms of the Bid, enters into a Contract with the said Obligee and furnishes the required performance and labour and material payment bonds, this obligation shall be void, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20_____.

(Name of Principal)

Per: _____

Per: _____ (Seal)

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

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(See "Bid Security" clause in Tender document)

AGREEMENT TO BOND

(to be attached to and to form part of Bid Bond)

The Surety on the attached Bid Bond hereby undertakes and agrees with **THE CITY OF WINNIPEG** to become bound as Surety for the Principal,

_____ of
(Name of Bidder)

(Place)

the Bidder to you on _____, 20____ for

TENDER NO. _____

CONTRACT TITLE _____

The Surety agrees to issue for the Principal:

1. a Performance Bond in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Tender; and
2. a Labour and Material Payment Bond in an amount equal to fifty percent (50%) of the Contract Price for the payment for all labour, service and material used or reasonably required for use in the performance of the Work shown and described in the Tender;

If our Principal's Bid is accepted by you, such Performance Bond and Labour and Material Payment Bond (the Bonds) to be maintained and continue in full force and effect until the expiration of the warranty period. The Bonds shall be in the form specified in the Tender.

It is a condition that this Agreement to Bond shall become null and void if the Bonds mentioned above are not required from our Principal within the Time stated on Form A of the Tender for offers to remain open for acceptance 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)