echelon
Insurance

Performance Bond - CCDC

Standard Construction Document
CCDC 221 - 2002

Bond No.: **29-4518-99908**

Bond Amount: **$72,247.50**

BAD VENTURES LTD. as Principal, hereinafter called the Principal, and Echelon Insurance, 2680 Matheson Blvd East, Suite 300, Mississauga, Ontario L4W 0A5, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT** as Obligee, hereinafter called the Obligee, in the amount of **--- SEVENTY TWO THOUSAND, TWO HUNDRED FORTY SEVEN --- 50/100** Dollars **($72,247.50)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a written contract with the Obligee, dated the **31ST** day of **MARCH 2021** for **CONTRACT NO: 10005-40/EN22TFH003 WARDNER SOUTH FSR ROAD CONSTRUCTION PROJECT / BC TIMBER SALES, KOOTENAY BUSINESS AREA** hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety shall promptly:

1) Remedy the default, or;

2) Complete the Contract in accordance with its terms and conditions or;

3) Obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligee as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal, or;

4) Pay the Obligee the lesser of 1) the Bond Amount or 2) the Obligee's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of 1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or 2) the date on which the Principal is declared in default by the Obligee.

The Surety shall not be liable for a greater sum than the Bond Amount.
No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **6TH** day of **APRIL, 2021.**

SIGNED AND SEALED in the presence of:

Witness:

BAD VENTURES LTD.

Principal

ECHELON INSURANCE

Surety

Scott Dekanich, Attorney-In-Fact