

**Document 00 61 13.16 - Payment Bond Form**  
**State of Ohio Standard Requirements for Public Facility Construction**

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( Form of Payment Bond prescribed by Ohio Administrative Code Section 153:4-1-02 )

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_ as Sureties,  
are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee(s), in the penal sum of \_\_\_\_\_ dollars,  
for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, enter into a Contract with the Obligee, which said Contract is  
made a part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Description: \_\_\_\_\_  
(e.g., Construction Manager at Risk, Design-Build)

NOW, THEREFORE, if the above-named Principal shall pay all lawful claims of subcontractors, material suppliers,  
and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said  
Contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a  
just claim, as well as for the Obligee(s) herein; then this obligation shall be void; otherwise the same shall remain in full force  
and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in  
no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of  
said Contract or in or to the Plans and Specifications therefore shall in any wise affect the obligations of said Surety on its  
bond, and said Surety hereby waives notice of any such modifications, omissions or additions in or to the terms of the  
Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

**PRINCIPAL:**

\_\_\_\_\_  
Principal Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
Surety Signature

By: \_\_\_\_\_  
Attorney-in-Fact

**SURETY INFORMATION:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

**SURETY AGENT'S INFORMATION:**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

**END OF DOCUMENT**