

**Document 00 61 13 - Performance and Payment Bond Form**  
**State of Ohio Standard Requirements for Public Facility Construction**

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( Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty )

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_ as Sureties,  
are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Oblige(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 Oblige, 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., General Trades, Plumbing, HVAC, Electrical)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the  
Oblige to be done and performed according to the terms of said Contract; and 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 Subcontractor,  
Material Supplier or laborer having a just claim as well as for the Oblige 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 Sureties 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  
the said Contract or in or to the Plans and Specifications therefor shall in any wise affect the obligations of said Surety on its  
bond, and it does hereby waive 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

\_\_\_\_\_  
Email Address

**END OF DOCUMENT**