

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



( 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,  
at \_\_\_\_\_ (Address)  
and \_\_\_\_\_ as Surety, are hereby held  
and firmly bound unto the State of Ohio, as Obligee, 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 to undertake the Project known as:

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

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

Contract Description: \_\_\_\_\_  
(e.g., General Trades, Plumbing, HVAC, Electrical)

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  
State of Ohio, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things  
agreed by the Obligee 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  
Obligee 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 way 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.

Standard Requirements

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PRINCIPAL:

x \_\_\_\_\_

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

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

SURETY:

x \_\_\_\_\_

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

SURETY INFORMATION:

\_\_\_\_\_  
Street

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

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

SURETY AGENT'S INFORMATION:

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

\_\_\_\_\_  
Street

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

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

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