

Document 00 61 13 - Performance and Payment Bond Form

Ohio Department of Administrative Services

General Services Division

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PERFORMANCE AND PAYMENT BOND (As prescribed by Ohio Revised Code Section 153.57)

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 No: _____

Project Name: _____

Contract: _____

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.

State Architect's Office

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

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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