

**Performance and Payment Bond**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as principal and whose address is \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ as sureties,  
are hereby held and firmly bound unto The City of Springfield, Ohio, and the Ohio Department of  
Transportation, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the  
payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named  
principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with The City  
of Springfield, Ohio, which said contract is made a part of this bond the same as though set forth  
herein;

Now, if the Principal shall well and faithfully do and perform the things agreed by Principal to  
be done and performed according to the terms of said contract, contract specifications, instructions  
to bidders, and the contractor's bid; and shall pay all lawful claims of subcontractors, materialmen,  
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 for be the benefit  
of any materialman 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 term of the said contract or in or to the plans or specifications therefore shall in any way  
affect the obligations of said surety on its bond.

The parties to this bond recognize that the Ohio Department of Transportation has provided  
funding for the project to which this bond applies thereby enabling the project, that the parties hereto  
benefit from the funding provided by the Ohio Department of Transportation enabling the subject  
project and do hereby agree that the Ohio Department of Transportation is a third part beneficiary of  
this bond and shall enjoy the same rights as obligee, The City of Springfield, Ohio to enforce this  
bond.

Approved for Sufficiency of Surety \_\_\_\_\_  
By: \_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(City Manager) \_\_\_\_\_  
By: \_\_\_\_\_  
(Name of Surety)

Approved as to Form and Correctness \_\_\_\_\_  
(Law Director) \_\_\_\_\_  
\_\_\_\_\_  
(Address)

(Attach the Power of Surety's Attorney-In-Fact)

**\*Successful bidder completes and returns with contract mailed from City Legal Department.**