

APPENDIX VIII

**(FOR INFORMATIONAL PURPOSES ONLY – ONLY THE
SUCCESSFUL BIDDER MUST SUPPLY IF THE STUDY PORTION OF THE RFP IS
APPROVED BY THE ARMY CORPS OF ENGINEERS)**

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
(Names and Addresses of Contractor and Contractor's Prime)

as Principal and

(Name of Surety)

as Surety, are hereby held and firmly bound unto the State of Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount stated herein to undertake the project known as: **Construction of a Marina Facility at Caesar Creek State Park, Warren County, Ohio.**

For the payment of a the penal sum of \$ _____ (to be established by ODNR prior to contract award, based upon actual estimated construction costs) well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above
named _____ has been awarded this Sublease and Contract for
(Name of Contractor)

the above referenced projects:

IF THE SAID _____ shall well and faithfully perform each and every construction related condition of such Sublease and Contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; 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 be for 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 construction 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 this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL:

By: _____

Title: _____

PRINCIPAL:

By: _____

Title: _____

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

SURETY COMPANY ADDRESS:

Street

BY: _____
Attorney-in-Fact

City State Zip

APPROVED:

MIKE DEWINE

ATTORNEY GENERAL OF OHIO

BY: _____
Assistant Attorney General

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip