

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____

WHEREAS, the said principal is herewith submitting bid for

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____

BY: _____

TITLE _____

By _____
Attorney in Fact

(City Contract No.)

AGREEMENT

(Purchases & Supplies File No.)

THIS AGREEMENT is made this _____ day of _____, _____ by and between the CITY OF CLEVELAND ("City"), a municipal corporation of the State of Ohio, through its Director of _____, duly authorized pursuant to Chapter 181 of the Codified Ordinances of Cleveland, Ohio 1976, Ordinance No. _____, passed by the Council of the City on _____, _____ and City Board of Control Resolution No. _____, adopted _____ and _____ ("Contractor"), a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Ohio / a partnership consisting of _____ / an individual doing business as _____.

RECITALS:

1. Contractor has offered to furnish certain products and/or equipment and/or services to the City.
2. The City has accepted Contractor's offer and desires to contract with Contractor for the provision of such products and/or equipment and/or services, under the terms, conditions and provisions of this Agreement.

In consideration of the foregoing, the payments and mutual promises contained herein, the City and the Contractor, each for itself, its successors, and assigns, hereby agree as follows:

Contractor shall furnish to the City the following products, equipment or services: _____, as more fully described in the specifications, for the consideration of _____ Dollars (\$_____).

The Invitation to Bid, the General Conditions, the Specifications, the Bid, and the Bond, if applicable, all of which are incorporated herein as fully as if herein rewritten, constitute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CONTRACTOR

THE CITY OF CLEVELAND

(Type or print legal name)

By: _____

By: _____
(Authorized signature)

(Printed Name)
Director of _____

(Printed Name)

Date _____

Title _____

Date _____

CONTRACT NO.

THE CITY OF CLEVELAND
WITH

FOR

The Approximate cost is \$

\$

Total \$

The legal form and correctness of the with-
in contract and bond are hereby approved.

DIRECTOR OF LAW

ASSISTANT

File No.

CERTIFICATION

The sum of _____ Dollars

required for this Contract was on _____
and is at this date in
the City Treasury or in process of collection
to the credit of _____
Fund and not appropriated for any other
purpose.

Director of Finance

Commissioner of Accounts

Entered by:

Appropriation Clerk

Indexed by:

Senior Auditor