

CITY OF CLEVELAND
BOND

PUBLIC IMPROVEMENT

FORM A

Surety Bond No. _____

File No. _____

We, _____, as principal,
and _____, as surety, are held and bound to

the City of Cleveland 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 by this bond.

A condition of this obligation is that the principal did on _____, 20 09, enter into the attached contract with the
City of Cleveland, which contract is made a part of this bond as if fully set forth in it:

If the principal shall well and truly execute all stipulations by it to be executed and shall fully perform the work therein specified and
do and perform all terms, conditions, and requirements of the plans, specifications, and contract, and shall indemnify and save
harmless the City of Cleveland from all suits and actions of every kind brought against the City, its directors, or any officer of the
City, for, or on account of, any injury or damage to person or property arising from or growing out of the construction of the work
specified in the contract, or the doing of any work therein described, and shall indemnify and save harmless the City of Cleveland
from all suits and expense over the expense included in the contract price, for royalties or infringements on patents that may be
involved in construction of the appliances contracted for, or any part, in the use of the appliances or any part hereafter and if the
principal shall defend, at its proper cost and expense, all suits and actions of every kind that may be brought against the City of
Cleveland because of the use of the appliances or any part, and further shall indemnify and save harmless the City of Cleveland
from all liens, charges, claims, demands, loss, costs, and damages of every kind and shall pay all lawful claims of subcontractors,
material suppliers, and laborers for labor performed and for materials furnished in carrying forward, performing, or completing of
the contract, then this obligation shall be void, otherwise it shall be and remain in full force; we agreeing and consenting that this
undertaking shall be for the benefit of any laborer or material supplier having a just and lawful claim, as well as for the City of
Cleveland; and further, that the parties to the contract may, from time to time and as often as they see fit, make any additions to,
omissions from, or modifications of the work, plans, or specifications and the surety stipulates and agrees that no modifications,
omissions, or additions, in or to the terms of the contract or in or to the plans or specifications shall in any way affect the
obligations of the surety on its bond; it being expressly understood and agreed that the liability of the surety for all claims under
this bond shall not exceed the penal amount of this obligation stated above.

Signed this _____, 20 _____.

Principal

Surety