

APPLICATION FOR CONTRACT OR BID BOND MADE TO THE
Fidelity and Deposit Company of Maryland
Home Office - Baltimore, MD 21211

NOTE - Copy of Contract, Specifications, Plans, Bond Form required (in case Bid Bond, Advertisement and Instructions to bidders), and Applicant's Financial Statement must accompany this Application and all questions to be fully answered.

1. Full name of Applicant _____ Age _____
(If corporation, give exact corporate name)

2. Business Address (street, city and state) _____

3. If Applicant is a firm, name all partners of firm; if a corporation, name principal officers and directors.

NAME	AGE	ADDRESS

4. Kinds and amounts of bonds required: **Proposal Bond** \$ _____
 Contract Bond \$ _____
 Labor and Material Bond \$ _____
 Maintenance Bond \$ _____

5. To whom is bond to be given? _____
Address _____

6. If bond applied for is Proposal Bond, will it operate as a final bond? yes no
State date bids to be opened: _____ Approximate amount of bid, \$ _____
What bids for other contracts have you outstanding? _____

7. **The amount of Contract is:** \$ _____ **Date Awarded** _____
(If contract price is per unit of measure, give also probable total of contract)

8. Nature of Contract (Give concise description of proposed work and locality) _____

9. Names and address of Architect or Engineer in charge _____
What is his estimate of cost of work? \$ _____ Your estimate? \$ _____

10. **Other bidders** on above contract including highest and lowest:

NAME	ADDRESS	BID
1		
2		
3		
4		
5		

If more than five bids, tabulate them on separate paper and attach to above.

TERMS OF CONTRACT

11. Date work is to be commenced _____ Date work is to be completed _____

12. Penalty for non-completion on time _____ Premium for advance completion _____

13. Is there a strike clause in the contract? _____ An arbitration provision? _____

14. Payments, when to be made on contract? _____

15. Amount of advance payment, if any \$ _____

16. Are payments to be made wholly in cash? _____ If not, in what? _____

If payments are in stocks, bonds, warrants or other securities, advise fully what arrangements made for disposing of same: _____

17. Percentage reserved from payments until completion _____

18. How long must work be kept in **Repair** after completion? _____

Is this **Repair or Maintenance** guarantee limited to defects in workmanship or materials? _____

If not, describe guarantee fully _____

19. Will construction bond remain in force for maintenance, repair or guarantee period? _____

If not, will separate bond be required? _____ and in what amount? _____

20. What portion of work is guaranteed after completion and value of same? _____

Percentage of payments retained until expiration of maintenance period? _____

21. State approximate amount of this contract which will be **Sublet** \$ _____, and describe below the principal

Sub-Contracts:

AMOUNT	CHARACTER OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS	BONDED?

22. Have you purchased or made binding contracts for the materials needed for this contract, and within your estimates? _____

23. How are deliveries assured to you? _____

24. Give information below about all your **Contract Work Under Way**, or for which you are committed.

CONTRACT PRICE	KIND OF CONSTRUCTION	LOCATION OF WORK	SURETY	%COMPLETED	EXPECTED COMPLETION DATE	NAME AND ADDRESS ENGINEER OR ARCHITECT
a						
b						
c						
d						
e						

25. Have you applied to any other company for this bond? _____ State name of company and reasons why declined _____

26. Give names of surety companies with which you have previously dealt _____

27. Do you carry Fidelity Bonds on your employees who handle funds? yes no

28. State amount and character of Insurance you will carry on this contract and name of company issuing each policy.

Type	Amount	Company
Fire	\$	
Compensation	\$	
Employer's Liability	\$	
Public Liability	\$	
Contingent Liability	\$	

EXPERIENCE

29. How many years have you been in business under your present name? _____

30. What projects have you completed in your own name? _____

CONTRACT AMOUNT	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER

31. Have you or any of your associates ever failed to complete any work awarded to you or any organization with which you or they have been connected? If so, where and why? _____

32. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY?

GENERAL

33. Is your present plant sufficient for this contract? yes no Estimated cost to put it in good shape for this work, \$ _____ State what new plant will be purchased, advising cost and how you will pay for same (Use separate sheet if necessary) _____

34. With what bank have you arranged a loan for the purpose of handling this contract? _____

35. What is the amount of such loan? \$ _____

36. What security, if any, has the bank required for the loan? _____

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37. When and how must you repay the loan? _____
38. Have you assigned or will you assign to other than your surety your payments on this or any other contract or any part thereof? _____
39. Are you having **any** controversy with **anyone** over **any** contract or payment of labor or material bills on **any** contract? _____
40. Are there **any** mechanics' liens filed on **any** of your work anywhere? _____
41. Are there any judgments, suits or claims pending against you? _____
42. Are you interested in more than one line of business? yes no If so, give particulars _____
43. References: Give only Engineers or Architects, or Owners, for whom you have done work: _____

NAME	ADDRESS	BUSINESS

The undersigned does or do hereby represent that the statements made herein as an inducement to the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, its successors and assigns, (hereinafter called Company) to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows: FIRST, to pay to the Company in advance for the Bond(s) applied for herein an initial premium charge of \$_____ based on the Company's rates in force as of the effective date of the Bond(s) and to pay any renewal or additional premiums which are provided for in said rates until the Company shall be discharged and released from all liability and satisfactory written evidence of such discharge is delivered to the Company at its Home Office in Baltimore, Maryland. Should the amount of the contract be increased or decreased, premium charges based on this amount will be adjusted at the Company's rates and an additional premium charged or refund paid, as the case may be; SECOND, to indemnify the Company against all loss, costs, damages, expenses and attorneys' fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing said bond or bonds, or any of them, in making any investigation on account thereof, in collecting any premiums due thereon, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements in any of the paragraphs herein contained, or in any wise relating thereto. Payment of any such amounts shall be made to the Company by the undersigned as soon as liability exists or is asserted against the Company, whether or not the Company shall have made any payment therefor; THIRD, that the Company shall have the right, and is hereby authorized but not required; (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same, or to consent to the re-letting or completion thereof by the Oblige in said contract bond; (b) To adjust, settle or compromise any claim, demand, suit or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorneys' fees; (c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections, when so made, shall be *prima facie* correct; FOURTH, that the Company is authorized and empowered, without notice to or knowledge of the undersigned, to assent to any change whatsoever in said bond or bonds and/or any contracts referred to in said bond or bonds and/or in the general conditions, plans and/or specifications accompanying said contracts and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of said bond or bonds and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the undersigned shall remain bound under the terms of this Agreement even though any such assent by the Company does or might substantially increase the liability of the undersigned; and the undersigned agree to waive, and do hereby waive, notice of any breach or breaches of any such bond or bonds, or of any act or default that may give rise to claim hereunder; FIFTH, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or (2) of any breach of the agreements in any of the paragraphs herein contained; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not; or (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to in the following paragraph; or (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual: (a) All the right, title and interest of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site; (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications, changes or alterations thereof, or additions thereto, or in, or growing in any manner out of, said bond or bonds, of any of them; (c) All actions causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any subcontractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools, or other equipment in connection with or on account of said contract; (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due; SIXTH, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorneys' fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not; SEVENTH, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorneys' fees, claims, demands, suits, and judgments as aforesaid, an itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be *prima facie* evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company; EIGHTH, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states; NINTH, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person or company joining with the Company in executing said bond or bonds, or any of them, or executing, at the request of the Company, said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon; TENTH, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; ELEVENTH, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed; TWELFTH, that the Company shall have the right to decline to execute said bonds or bonds, or any of them, and that if said bond shall be a bid or proposal bond and the Company shall execute the same, the Company shall have the right to decline to execute any or all other bonds that may be

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required in connection with any award that may be made under the proposal for which the bid or proposal bond is given; THIRTEENTH, that this agreement shall constitute a Security Agreement to Company and also a Financing Statement, both in accordance with the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by Company without in any way abrogating, restricting or limiting the rights of Company under this agreement or under law, or in equity; FOURTEENTH, that this agreement shall be binding upon the undersigned and each of them whether signing as applicant for said bond or bonds or as indemnitor, jointly and severally and upon the respective heirs, executors, administrators, successors and assigns of the undersigned, and shall be liberally construed as against the undersigned."

Signed, sealed and dated this ____ day of ____, ____.

FLORIDA FRAUD WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

If INDIVIDUAL sign here:

WITNESS: _____ (SEAL)
_____ (Sign)

If CO-PARTNERSHIP, insert name and all co-partners here:

_____ (SEAL)
(Name of Co-Partnership)
Address: _____

WITNESS: _____ (SEAL)
_____ (Individually and as a Co-Partner)
Address: _____

WITNESS: _____ (SEAL)
_____ (Individually and as a Co-Partner)
Address: _____

WITNESS: _____ (SEAL)
_____ (Individually and as a Co-Partner)
Address: _____

If CORPORATION, insert name, imprint corporate seal and sign here:

CORPORATE SEAL _____ (Name of Corporation)

ATTEST: _____ Secretary or Assistant Secretary By _____ President or Vice-President

ADDITIONAL INDEMNITY

In consideration of the Company executing, or procuring the execution of the bond or bonds herein applied for, we jointly and severally join in the foregoing agreement; and the undersigned, if a corporation, warrants that it is financially interested in the performance of the obligation which said bond or bonds applied for are given to secure, and assets that it is fully empowered to obligate itself hereby.

Signed, sealed and dated this ____ day of ____, ____.

(Witness) _____ (Full Name and Address of Indemnitor) (SEAL)

(Witness) _____ (Full Name and Address of Indemnitor) (SEAL)

(Witness) _____ (Full Name and Address of Indemnitor) (SEAL)

Must be acknowledged before Notary Public by Additional Indemnitor(s).

STATE OF _____

COUNTY OF _____

} SS:

On this _____ day of _____, _____, before me personally appeared _____

_____ to me known to be the person(s) or member(s) of the partnership or officer(s) of the corporation that signed the foregoing instrument and acknowledged the execution of the same to me.

Notary Public – My Commission Expires _____

If Indemnitor is a corporation, a certified copy of resolution of Board of Directors authorizing officers to execute agreement must accompany this application.

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