

APPLICATION FOR CONTRACT, BID OR MAINTENANCE BOND
NOTE - THESE SHOULD ACCOMPANY THIS APPLICATION:

1. Financial Statement, Form 990 with schedule.
2. Copy of Contract, or in case of a bid, of advertisement, instructions and bid showing date and signatures. (Copy contract to follow.)
3. Copy of specifications, and of every contract, franchise or other document referred to in, made part of or governing the contract or bid. Plans as a rule not necessary.

Place and Date of this Application	} <u>Albuquerque, New Mexico</u> (Place)

to: Transamerica Insurance Company
Application is hereby made for a bond of suretyship, as follows:

NOTE - If the required information is not given in response to the foregoing questions, it may be necessary to return this blank for completion. The answers will be treated as strictly confidential.

1. Name and business address of applicant.
 (In the case of a partnership add name of each partner; in the case of a corporation add named of the four principal officers, and state date of organization or incorporation.)

7th & Fruit Partnership, 3900 Eubank Boulevard, NE, Albuquerque, New Mexico 87111

2. Name and address of obligee to whom bond is to be given
 (Give full name as per contract.)

City of Albuquerque, P O Box 1293, Albuquerque, New Mexico (City Attorney's office)

3. Give concise description of proposed work, and location Armijo & Brothers Addition = two 24' curb cuts and 64'x108' asphalt parking lot s , Albuquerque

4. Place and date of bid opening, if any _____

5. Date of Contract 11/12/82

6. Amount of Proposal or Contract price, \$ 6,508.00

7. Time for completion 12 mos

8. Penalty for delay _____

9. Terms of payment, and reserved percentage _____

10. Terms and duration of guarantees of efficiency, maintenance and repairs, if any, in contract or specifications _____

- 10a. Is maintenance to be covered by this bond? _____

11. Amount of bond \$6,508.00

12. Time limit for suit _____

13. Name and address of architect or engineer in charge Academy Engineers, 353 Wyoming Blvd, NE, Alb

- 13a. State whether Fire Insurance will be placed by you or by the owner _____

14. Will you sublet any part of the work? If so, state nature and amount _____

15. Will you require subcontractors to give bonds? _____ Corporate or private? _____

16. Give all other bids. If more than 5 bids tabulate on separate sheet and attach.

Name	Address	Amount of bid

17. Name 2 or 3 large contracts that you have completed similar to the one here considered, giving in each case

Contract Price	Kind of Construction	Name and Address of Owner	Name and Address of Engineer or Architect

18. State number of years experience as contractor

19. List of contracts now being performed, with location, amount and percentage completed.

State Nature of Work and Owner	Location	Contract Price	% Completed	Expected Completion Date

20. Have you ever applied to any other source for a bond for this contract? If so, state when, and to whom, and with what result.

21. Have you furnished bonds before? Give names of your sureties. What bonds are now outstanding?

22. Are you engaged or interested in any other line of business? If so, state its nature, location, firm name, names of partners, etc.

23. Have you, or if a firm or corporation, has said firm or corporation, or any firm or corporation or individual to which it is a successor, or any member of said firm, ever compromised with its or his creditors, or become bankrupt or in any other way become discharged from its or his debts otherwise than by payment thereof in full? If so, state details thereof, in full, in confidential letter to be annexed _____

24. Do you carry Messenger or Paymaster Robbery or Hold-up Insurance? _____ If so, give particulars _____
(yes or no)

(The name of company, amount of insurance, expiration date.)

24a. Have you arranged for Public Liability, Property Damage and Fire Insurance to cover this particular project?

Name	Occupation	Address

Should the TRANSAMERICA INSURANCE COMPANY, hereinafter called the Company, execute or procure the execution of the bond or bonds hereinbefore applied for, or other bond or bonds in lieu thereof, or in connection therewith, the undersigned, herein after called the Indemnitor, does (if there be more than one Indemnitor they jointly and severally and for each other do) in consideration thereof hereby undertake and agree:

I. That the statements contained in the foregoing application are true, and are made as an inducement to the Company to execute or to procure the execution of the bond or bonds applied for.

II. That the Indemnitor will immediately pay the Company the premiums herein agreed upon, to wit:

(a) PROPOSAL OR BID. If the bond be a "Proposal" or "Bid" bond \$ in advance; if, however, such "Proposal" or "Bid" bond shall by its terms operate as a "Contract" bond then the regular charge for a contract bond, as provided in the next three succeeding paragraphs marked (b) (c) and (d). If the "Proposal" or "Bid" bond be superseded by a final "Contract" bond of the Company the premium charge for such proposal or bid bond will be credited on the premium for the contract bond.

(b) CONTRACT BOND. If the bond be a "Contract" bond, or similar instrument, covering the performance of the contract indemnifying against its non-performance, \$ in advance, for the term of and annually thereafter a premium calculated at the rate of percent on the amount of unfinished contract at each annual renewal. Should the amount of the contract herein stipulated, and upon which premiums are based, be increased or decreased, it is understood and agreed, that the premium will be adjusted accordingly, calculated at the rate upon which the premium hereinabove stipulated is calculated.

(c) MAINTENANCE OR GUARANTEE. If any maintenance or guarantee of the work, after completion, is provided for in the contract, for a term exceeding one year, for which either the contract bond or any separate bond which may be executed is liable, the Indemnitor agrees to pay the Company in advance for the entire term of said maintenance guarantee a premium of \$

(d) The contract premium, if there be no maintenance or guarantee, will be paid as above, until the Company shall be discharged or released from any and all liability and responsibility upon said bond, and all matters arising therefrom, and competent, written, legal evidence of such discharge or release, satisfactory to the Company, is served thereon at its Home Office in the City of Los Angeles. Where the contract bond covers any maintenance or guarantee of the work, the contract premium will be paid, as above, until the Indemnitor furnishes the Company with like evidence of the completion of the contract, which will be the commencement date of maintenance and maintenance premium.

III. That the Indemnitor will perform all the conditions of the bid and/or contract bond herein, and any and all alterations, modifications, renewals, continuations, and extensions thereof, and will at all times indemnify and save the Company harmless from and against every claim, demand, liability, loss, cost, charge, counsel fee (including fees of special counsel whenever by the Company deemed necessary), expense, suit, order, judgment and adjudication whatsoever, and any and all liability therefor, sustained or incurred by the Company by reason of having executed or procured the execution of said bond or bonds, and will place the Company in funds to meet the same before it shall be required to make payment, and in case the Indemnitor requests the Company to join in the prosecution or defense of any legal proceeding, the Indemnitor will, on demand of the Company, place it in funds sufficient to defray all expenses and all judgments that may be rendered therein.

IV. That the bond or bonds is (are) for the special benefit of the Indemnitor and the Indemnitor's property, now owned or hereafter acquired, and the income and earnings thereof, from all of which the Company shall be entitled to indemnity; and the Indemnitor represents that it is specially and beneficially interested in the award or contract, and in the bond or bonds required, and the continuation thereof.

V. That the Company shall have every right and remedy which a personal surety without compensation would have including the right to secure its discharge from its suretyship, and in the absence or default of Indemnitor the Company may, at its option, exercise all rights of Indemnitor, and should it make any payment, shall have every right and remedy of the Indemnitor for the recovery of the same. The Company is hereby expressly authorized 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 the amount or date of payment of said premium or premiums.

VI. That this agreement shall cover the bond or bonds above recited and any and all alterations, modifications, renewals, continuations, and extensions thereof. The Company is hereby authorized to assent to any changes in or modifications of the contract, plans, specifications, bond or bonds without notice to or the request of the Indemnitor. That the Company shall have the right to pay, settle or compromise any expense, claim or charge of the character enumerated in this agreement, and the voucher or other evidence of such payment shall be prima facie evidence of the propriety thereof and of the Indemnitor's liability therefor to the Company.

VII. That the release by the Company of any indemnity or security by it held, or the acceptance by the Company of other or additional security, indemnity or consideration, shall not be a waiver of any right or remedy of the Company; nor shall it release the Indemnitor from any obligation hereunder.

VIII. That the Indemnitor hereby dedicates all plant and material owned or acquired by it to the performance of the contract referred to herein and further agrees in the event of failure to complete or carry on the contract covered by said bond or bonds to assign and does hereby assign to the said Company, all right, title and interest of the Indemnitor in and to all the tools, plant, equipment and materials of every nature and description that the Indemnitor may have upon the work provided for in the contract covered by said bond or bonds, or in, on or about the site thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, on storage elsewhere, or in transportation to said site; and the Indemnitor further agrees to assign and hereby does assign to the said Company, all the former's rights in and to all sub-contracts which may be entered into and the materials embraced therein appertaining to said contract; and the Indemnitor further agrees in the event of any breach or default on his part in any of the provisions of the contract and/or bond that the said Company shall be subrogated to all the rights and properties of the Indemnitor in such contract, including deferred and reserved payments, current and earned estimates and final payments, and any and all moneys and securities that may be due and payable at the time of such default on this or any other contract of the Indemnitor or any one or more of them on which the Company is or may become surety, or on account of extra work or materials supplied in connection therewith, or that may thereafter become due and payable on account of said contract or any other contract of the Indemnitor or any one or more of them on which the Company is or may become surety. And the Indemnitor hereby authorizes the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any moneys due on such contracts and to disburse the proceeds thereof.

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IX. All the terms and conditions of this agreement shall stand for the protection of any co-surety, any reinsuring company or any other surety procured by the TRANSAMERICA INSURANCE COMPANY above named, whether the TRANSAMERICA INSURANCE COMPANY does or does not execute or retain any portion of any such obligation.

X. That in case of the failure of any indemnitor to execute this obligation, or if the execution hereof by any one or more indemnitors shall be invalid or defective, the remaining indemnitors shall be and remain as full liable as if such failure, defect or invalidity had not existed.

XI. The word "Indemnitor" or pronouns referring to said word appearing in this agreement, whether singular or plural, are to be construed as referring to the indemnitor, though the indemnitor be one or more individuals, partnerships, associations or corporations.

Signed, sealed and dated _____

Signed, sealed and delivered in presence of:

[Signature]
Witness

[Signature]
Applicant Sign Here

[SEAL]

Witness

Indemnitor

[SEAL]

Witness

Indemnitor

[SEAL]

Witness

Indemnitor

[SEAL]

**SIGNATURES OF INDEMNITORS OTHER THAN PRINCIPAL MUST BE ACKNOWLEDGED
BEFORE NOTARY PUBLIC**

State of New Mexico } ss.
County of Bernalillo

On the 12th day of November, before me personally appeared [Signature] to me known and known to me to be the person described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same.

Individual
Acknowledgment

State of New Mexico } ss.
County of Bernalillo

[Signature]
Notary Public
Commission Expires: 6/24/85

On this 12th day of November, 1982, before me personally appeared M. B. Pete Ford to me known and known to me to be one of the firm of Joyner Corp. described in and who executed the foregoing instrument and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Firm
Acknowledgment

State of _____ } ss.
County of _____

[Signature]
Notary Public
Comm. exp. 12-15-1985

On the _____ day of _____ in the year _____

before me personally came _____ to me known, who being by me duly sworn, did depose and say: that he resides in _____ that he is the _____ President of the _____ the corporation described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Corporation
Acknowledgment

Notary Public

It is this application is declined the Company reserves the right to withhold the reason therefor, if deemed necessary, as all information relative thereto is regarded as confidential.